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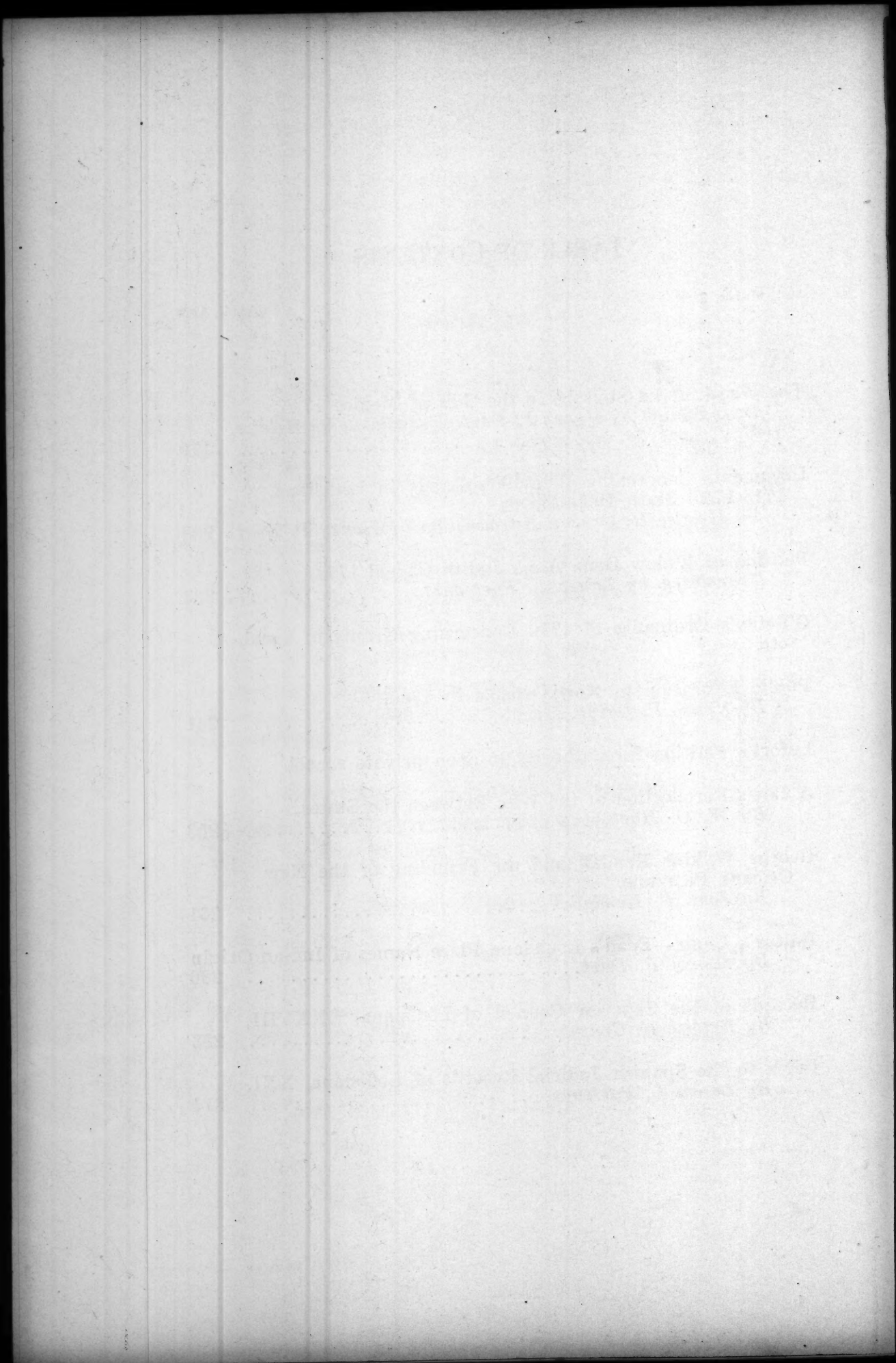
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THE WRECK OF LA SUPERBE IN THE GULF OF MEXICO EN ROUTE FROM VERA CRUZ TO NEW ORLEANS, MAY, 1745

With an account of the disaster by her Captain and other persons on board, and of the losses, sufferings and adventures of the survivors in Texas and Mexico and among the Atakapas Indians in Texas and of the voyage by some of these in an open boat from that Coast to New Orleans.

Translated with some assistance by the editor from the original documents in the Archives of the Superior Council of Louisiana at the Cabildo, New Orleans.*

By HELOISE H. CRUZAT *Heloise*

INTRODUCTION

BY HENRY P. DART

The Superbe was a french vessel commanded by the Chevalier Grenier. She sailed from New Orleans March 14, 1745, for Vera Cruz to purchase flour for the needs of the Colony. She was therefore either owned or chartered by the local government and had an official character. This further appears from the fact that the Captain had a "detachment" on board in charge of Mr. Duhomel, officer of the same.

*Referring to her work on this record, Mrs. Cruzat in a letter to the Editor says: "I could not resist going over it again, adding and retrenching, which I could continue indefinitely, without bettering it as I cannot change the text which, though the script is good, is horrible in construction and orthography and at times very obscure and full of contradictions. For instance, even Grenier will say that he sailed westward and adds: 'I say eastward' or something similar. All I can do is to set it down verbatim even if it does seem nonsensical."

(NOTE BY THE EDITOR) Mrs. Cruzat's transcription of the text has been filed with the latter in our archives for the use of anyone sufficiently interested. A comparison of this carefully typed copy with the original text will show the enormous labor that is expended on these documents before they reach the eye of the reader.

She arrived at Vera Cruz March 29th and sailed on the return voyage April 19th, with a cargo of 472 sacks of flour and a crew and company of 116 men. At Vera Cruz Captain Grenier hired and loaded for his own account another vessel, a Spanish Brigantine, and the two ships left that port together and kept company at sea until the 27th of April, when they parted because the *Superbe* was running short of water and Captain Grenier believed he could make the home port by crowding sail, as the *Superbe* was the better sailer.

After parting with his consort he seems to have concluded to search the shore for water and wood and he altered his course accordingly, making here the first of a series of unhappy errors of judgment which ended in the destruction of his vessel and cargo and the ultimate loss of a large part of his crew and company.

On the 29th of April, at night, the soundings showed his vessel in 30 fathoms, with muddy sandy bottom. He altered his course to the north and at four o'clock the next evening found himself in 3 fathoms and the same bottom. Believing he was west of the Mississippi, he shifted the helm and ran for three days with light winds, that soon failed entirely. He was evidently in sight of the coast for now he put out a boat for water and wood, getting only a small supply of the former. The wind freshened and he took his bearings while over a sand bank three fathoms beneath. A wise sailor gave his opinion, that they were east of the Balize and they raised anchor and ran southwest for three days coasting the shore.

Seeing smoke on the land, he sent in a boat which after long delay reported a talk with Indians from which they gathered they were near Pensacola. The course was again altered and they continued until May 11th, suffering for water and evidently hopelessly fuddled as to their location. His experience on the outward voyage should have taught him that with the fair winds he had been having he should have long since sighted the Balize and certainly at not more than 15 days out. That night, the wind increasing, he instructed Sr. Yvon, his second officer, to run to sea, but the latter insisted they were in seven to eight fathoms with nothing to fear and that they should not think of leaving the coast without water

"after which he contented himself with telling him to be careful to have soundings taken and after prayers he went

to bed ordering his boatswain to keep strict watch and always to have his plumb in hand. The Declarer thinks he too went to bed, for at half past nine at night, that is one hour later, the said boat struck a sandbank amidst breakers."

The story of the ensuing struggle in the darkness, is very graphically told by the Captain. A part of the cargo was jettisoned, the main mast was cut away and a raft was made upon which thirteen men threw themselves and were washed upon the shore a league away. The two boats of the ship which are called a dory and a canoe, with their crews were washed away and drifted upon a sand bar or little islet. By strenuous efforts at day break the next morning the remainder of the company reached this refuge save one, a spanish sailor who spent the night lashed to the stump of the mainmast which still held to the ship and this unfortunate was drowned at daylight. The ship went to pieces during the second night.

The sailors who had gained the mainland by way of the raft spent their time looting the chests that had been cast ashore, and it would seem that a like demoralization affected the remainder of the crew, who with the Captain kept to the island. He next sent thirteen armed men ashore to explore the country and seventeen Spaniards shortly afterwards requested permission to leave. The latter met the first contingent. The raft-men and that whole party turned back to report finding Indians who had frightened them with tales of bad Indians further on and saying also they were about six days from Pensacola.

The Captain thereupon led all his men ashore and divided them into two parties, one with 14 men to follow the coast in the canoe and the remainder, 100 men to march with him in search of rescue. In this last body, a large portion were armed with guns, pistols and ammunition which had been saved, and they were supplied with bread made from some of the flour that they had salvaged on the island the morning after the wreck.

The line of march was evidently south, but this like much else is an inference deduced from the results. The Captain's story, all we have on that part of the adventure, shows that there was dissension, disobedience of orders, diversion and separation. The separated parties lost sight of each other. They were attacked in detail by Indians, many died, and ultimately the group that remained with the Captain were captured, stripped of their

clothes and arms and marched into Mexico, where on July 5, 1745, the survivors now reduced to twenty-seven reached Tampico, naked and starving. In Duhomel's deposition he says that the party got away from Tampico on a boat hired by the captain "La Notre Dame de la Gaudeloupe".

They left Tampico August 31st and reached New Orleans September 26, 1745. On the next day in the Registry (Clerk's Office) of the Superior Council the Captain and Sieur Duhomel told the story of the wreck and the former gave the details of the tragedy from the point of view of the Cabin and in substantial accord with the story of the crew of the canoe who had reached New Orleans before the Captain on August 3, 1745, and had been examined in the Registry, as we shall presently relate. The Captain also told the adventures of the expedition conducted by him on land that ended in the dismal arrival of the sad remnant at Tampico.

It will later on appear that the eight members of the crew of the canoe succeeded in navigating the Gulf in their open boat and had reached New Orleans on August 3rd, one month and twenty-three days before the arrival of Grenier's party. The deposition of the Captain makes no mention of this fact and it is entirely possible that he was concerned at that moment only to put forward the briefest account of his own mismanagement of the voyage.

From the report of Captain Grenier it appears that in the midst of his misery at and after the wreck, his crew were of no service at all and confessedly were out of control. The sailors who first reached the shore by the raft travelled he says around a "bottom" more than a league in extent, breaking open and plundering the chests and trunks that had been thrown ashore by the sea and casting what they did not want back into the water;—the second quota did the same, nothing was saved through their efforts, the merciful sea being the sole agent in preserving such part of the cargo as was afterwards used by the Captain to keep the castaways alive. In his journey south the same characteristics appeared. The Captain says he kept the Indians off so long as the men took care of their arms and powder, but in passing through many lagoons and rivers they allowed the powder to get wet and at the last stand against the Indians they were reduced to the contents of one small flagon of powder. Provisions failed, they

turned to the Indians for succor and were reduced to live in misery, that the Indians robbed them of all their belongings and stripped them "stark naked and sent them to Tampico, which they reached 27 in number after a march of 44 days." A curious feature of the Captain's report is its lack of detail as to his cargo papers and other valuables entrusted to his men, possibly because he could not add anything to the tale as told earlier by the survivors of the Canoe.

The story of Duhomel is brief but particularly interesting as he tells a feature mentioned by none of the others. He was an officer of the detached troops of the Marine in Louisiana and on the *Superbe* commanded a detachment of troops of the Colony. When leaving New Orleans on the outward voyage the Sieur Forstall entrusted to him four ingots of gold to be delivered by him at Vera Cruz to Forstall Jr., who went out with him on the *Superbe*, the gold to be employed by the latter as privately directed by Forstall Senior. The junior, however, could not use the gold and he returned these ingots to Duhomel to be delivered to his father in New Orleans. When leaving Vera Cruz Duhomel locked them in his trunk and at the shipwreck took care to throw the latter into the sea and the trunk was washed ashore and saved with its contents. Then at this point he took the gold ingots out of the trunk and delivered them to soldiers to carry, but when they were near Tampico the savages of that place killed some of the party and plundered all of the others, leaving them naked. It is to be assumed, though not mentioned, that the gold disappeared at this time, though that is not affirmatively stated by Duhomel. Just why he (Duhomel) did not keep the gold in his own possession is another unexplained issue.

Let us now turn to the adventures of the fourteen volunteers who manned the small boat, to follow the coast-side march of the Captain. It appears these men faithfully obeyed the instructions of their superior officer and followed his party until it was lost to sight owing to the nature of the coast line which threw land travel further into the interior. Nevertheless they kept on until they had sailed 70 leagues. Enroute they picked up a sailor of the Captain's party, left behind with an abscessed thigh. He was starving, living on grass. Eventually the boat reached the scene of the wreck, but before arriving they had again landed and while camped were surprised by hostile Indians whom they

"amused" by abandoning some bolts of taffeta they were carrying. Here, or soon after, six of their party abandoned the boat, saying they preferred to remain with the Indians and declaring they would as soon die on land as at sea. At the scene of the wreck they found the Indians had salvaged all the rest of the flour and they effected an exchange of part of their own cargo (a few bolts of silk) for six sacks of flour and resumed their voyage, leaving behind the seaman "Le Bonhomme Yvon," who did not wish to go on with them. This Sr. Yvon was the luckless second in command whose advice on the fatal night caused the captain to stay in shallow water while the boatswain slept and failed to feel the dragging anchor sweeping the boat into the breakers. He had doubtless a twinge of conscience or mayhap suffered from the criticism of the survivors. In any event, it is meticulously set down by the sailor Jean Baptiste Viole that Yvon said he

"would not embark with them on account of the risks they had to run, saying that he preferred to remain with these savages whom he believed to be good people with whom he would get on as best he could than to risk drowning with them."

On the determination of *Sieur Yvon (Hyvon)* to remain with the savages, *Sailor Pierre Montel of Bordeaux* says "the eight others embarked trusting to the mercy of God," and after a journey of a month or five weeks recognized the Balize and went there (at the mouth of the Mississippi) and departing thence for New Orleans delivered some clothes belonging to *Mr. Duhomel* and after reporting to the Governor and Commissaire

"they went to the home of *Sr. Hevier* who has the details of the merchandise of the said boat, to whom they delivered the remainder of the clothes they had for *Mr. the Chev. Grenier*, some papers and silverware he was told were owned by *Sr. Rasteau*."

These eight men arrived in New Orleans the night of August 14, 1745, and as was the custom of those days, they were taken the next morning into the Registry (Clerk's office) of the Superior Council and before *Messire Henry*, the *Greffier (Clerk)* they made separate statements of their adventures, which were reduced to writing and signed by them or not according to their ability to write. Doubtless too, they told their tales out of the presence of each other, for that was another rigid method of the times and the several depositions would seem to confirm this view. Only seven men testified before the Clerk at that session,

the other, Francois Vrignan or Brignan "has fever, colics and pains in his chest which confine him to his bed and who cannot come to make his declaration," but his declaration is in the record,—the last one to appear and taken doubtless at his bedside by the Clerk, though this is not stated by him.

Of those survivors, Louis Poitevan was a sail-maker and the remainder all sailors, before the mast, viz:—Jacques Colino, Francois Molino, Blaize Benoist, Jean Baptiste Viole, Louis Beson, Pierre Montel, Francois Brignan (Vrignan). Evidently all these people are French, but the natal place of one only is given, Montel of Bordeaux; neither do we know their ages. Viole shipped at Martinique. None but Vrignan, the sick man, could read or write,—he alone acknowledges in the affirmative the clerk's inquiry, and it is worth nothing that this man gives the briefest and clearest account of the adventure. They are typical seamen, and talk a language of their own. It is palpable Messire Henry had a struggle to get it straight and strove to put it down as they said it. We would be glad to have had even more than the Clerk has given us, but as the record lies here are all the elements of a first-class sea story from the lips of men before the mast.

There are many other points of interest in the story of these sailors. From it we learn that the brigantine (the slow sailer of the voyage) arrived safely "long ago," that Sieur Rasteau, a prominent merchant in New Orleans was a passenger on that boat, but that he had entrusted his papers and silverware to the *Superbe*, probably believing that her fast *heels*, armed soldiers and large company spelled for safety against the *rovers* of the Caribbean and Mexican seas, rather than the slow brigantine, only to prove anew that the race is not always to the swift, nor the battle to the strong. Nor could merchant Rasteau foresee that in the hour of peril to the fast ship his valuable papers and his silverware would fall to the custody of eight unknown seamen in an open boat and that they would guard and watch over their charge through every peril of the sea and while their own lives were endangered by savage Indians on land and by wind and water and starvation at sea. Our heart warms to the simple words wherein Viole recites that

"on arriving here they returned to the store of Mr. the Chevalier Grenier his clothes, silver and papers which they saved by hand at the time the bad savages fell upon them and they saved themselves"

and we read with equal warmth the longer but no less simple statement of Besson that having journeyed during about a month and a half they recognized the Balize and went there

"where they delivered the packet of clothes from the trunk of Mr. Duhomel to Mr. Chavoy and having arrived here (New Orleans) and having made their report to Mr. the Governor and (the) General Commissaire they carried the remainder of clothes belonging to Mr. the Chevalier, papers and silverware of Mr. Rasteau, which they delivered to Mr. Hervier in their warehouse."

We gather also that the crew of the *Superbe* was a motley one and that when the Chevalier detached the canoe and the dory to follow along the coast, he manned it with negroes and mulattoes but

"seeing how badly the men in the dory and canoe handled the boat and that they ran the risk of drowning * * * he detached fourteen who offered to take their places, including Sr. Ivon who could not walk."

These volunteers took on board the best they could find in the trunks that had come on shore and they held on to these valuables until they were compelled to use some of the goods to "amuse" the assaulting Indians whilst they fled to their boat, and to exchange other parts for food at the last stage of their journey. They were evidently good men and true and save for the six who preferred to die on land as they feared they would on sea, there must have been a strong sense of discipline mixed with steadfast courage and sterling honesty in these eight shipwrecked sailors who reached New Orleans on the night of August 4th, 1745, with the papers and silverware of Rasteau the merchant prince of those old days in New Orleans. Let us believe though the record does not show it that he did not fail to reward these faithful fellows, both physically and financially, as they so well deserved.

Another angle to the story of the sailors is the indian one. The first "nation" they met was at the scene of the shipwreck and these were Atacapas who seemed both friendly and thrifty, for they made no attempt to harrass the castaways, though helping themselves (as was their right) to the cargo that had been cast upon their barren shore. Mrs. Cruzat has prepared a note about these Indians that must be read in this connection, showing the wide range of the Atacapas tribe who were at home in South-western Louisiana and in Northeastern Texas. Had the crew of the canoe fallen into the hands of the "Indios Bravos" who set

upon them seventy leagues south of the wreck, we would have lost this racy story of a voyage in an open boat in the Gulf of Mexico around the coast of Texas and Louisiana, for this last named tribe proved that they were the real "man eaters" and not the Atacapas who bear that legend in our history.

THE DOCUMENTS

By HELOISE H. CRUZAT

I

Declarations in Registry of Superior Council by members of the crew, *La Superbe*.

Aug. 4, 1745.
Louis Poitevin
Declaration
(4038)
fo. 29.
26728

On this fourth day of August, one thousand seven hundred and forty-five, appeared in the Registry of the Superior Council of Louisiana, Louis Poitevin, sailmaker, of the boat *La Superbe*, Captain Mr. Le Chevalier Grenier, who said and declared to us that he left on the said boat with a crew composed of one hundred and ten men, including Mr. Duhomel, officer of the troops of this garrison, commanding a detachment of a sergeant, a sailmaker ("*Coutrier*") and four soldiers, on the nineteenth of last April second feast of Easter¹ to come to New Orleans, accompanied by a brigantine freighted for account of Mr. le Ch^{er} Grenier, with a cargo of flour for this Colony; that on the twenty-seventh of the said month, the said boat *La Superbe*, detached itself from the brigantine owing to shortage of water and wood which made it necessary for her to sail with all speed for the Bazile; that on the twelfth of May following they struck a sand-bank and the boat split open which obliged them to save themselves on land from which they were about a good quarter league distant. They were all saved but one Spanish sailor whom the Chevalier had engaged at Vera Cruz who had the misfortune to perish. After having remained eight days upon the land which was unknown to them ("*sur une terre qui leur etoit inconnue*") they determined to separate to try and reach a place they could recognize, he, the declarer embarked in a canoe with fourteen other men and another named Louis to follow the Chevalier Grenier who had taken the party to follow the coast to Vera Cruz; after having made seventy leagues coast-

¹First feast: Palm Sunday.
Second feast: Easter Sunday.

ing the land they met Savages who prevented them from landing, and they concluded to turn back, as their provisions were running short and they returned to the place where they were wrecked and where they had seen the Savages salvage flour from the cargo of the boat when it broke up. They gave them enough to live on and they came here on the eighth, sailing close to the shore, to the Isle of the Balize and they arrived here last night about eight o'clock and slept at (house of) Sr. Hervier, merchant charged with commercial affairs of the said boat; that they brought with them some packages belonging to Chevalier Grenier and to Monsieur Duhomel, that he left the one owned by my said Mr. Duhomel with Mr. de Chavoye, Commandant at the Balize, 26730 and brought and delivered to Sr. Hervier that of Mr. le Chevalier Grenier; that there were also some papers and silverware belonging to Sr. Rateau (Rasteau) who embarked in the said brigantine and had arrived here safely long ago, and he made the present declaration to us to serve and avail as need may be at New Orleans on the above day, month and year, and declared that he did not know how to write nor sign following inquiry as per Ordinance.

JACQUES
COLINO

Also appeared Jacques Colino, sailor on the boat La Superbe, Captain Mr. Le Ch^r Grenier, who said and declared to us that they left Vera Cruz in the said boat about four months ago with a brigantine, that having left the said brigantine eight or nine days after their departure from Vera Cruz they stayed eight days on the way and the pilot said that they were below the Balize though they had gone much beyond it; that on the eighth day they were wrecked near an islet in a Bay, that the third time the ship struck the rudder broke and they were obliged to cut down the mast, Mr. le Ch^{er} Grenier giving the first stroke with the axe; then they threw their canoe into the sea, to be able to wait until the next day to see if they could save themselves. The first time the ship struck it was about half past eight at night. The next day perceiving that they were not far from land some of them swam over and brought the canoe which had been washed ashore to Mr. le Ch^{er} Grenier and Mr. Duhomel who also went to shore, and afterwards all of them little by little went to land in the said canoe; a short while afterwards the boat went to pieces entirely and a quantity of flour was thrown from the sea on the coast. A number of the sailors having crossed to the

main land two days after their shipwreck found seven Savages whom they conducted to Chevalier Grenier but no one could understand their language and fourteen days after the wreck they all crossed over to the main land and set out to make their way along the coast; that Mr. le Chevalier Grenier told one La Cadie and others in the canoe, the declarer being one of them, to follow him along the shore; that not being able to go as fast on water as the Cher Grenier by land they coasted for about twenty days in this way; about the fifteenth day they found a sailor who had remained behind because he had an abscess in his thigh. This sailor told them that he had fasted a great deal and been obliged to eat grass. He told them Chevalier Grenier had passed there eight days before; they took this man in the canoe and continued following after Chevalier Grenier, during four days when they met a small nation of "little" Savages who tried to kill them with arrows, and they threw them some bolts of taffetas with which they amused themselves, and that six of them entered the woods and continued their way by land to overtake Mr. le Chevalier. The declarer with the others in the canoe turned back, as they had no more provisions, to where they were wrecked, where they took some flour and left Sr. Hyvon with the nation of Savages first found and they continued their route along the shore and came to the Balize and from there to New Orleans where they arrived last night, which is all he said he knew and made the present declaration to us to serve and avail as need may be and declared that he did not know how to write nor sign, after inquiry as per Ordinance.

FRANCOIS MOLINO Also appeared Francois Molino, sailor on the boat La Superbe, Captain Mr. le Cher Grenier, of Vera

Cruz (who said) that they left Vera Cruz three months and a half ago with another Spanish brigantine which was loaded with flour for said Sr. Grenier, that eight days after their departure from Vera Cruz Mr. le Chevalier having hardly any water told Mr. Ratau (Rasteau) who was on the brigantine that he would put on full sail to endeavor to make land to get water. They touched land and continued to follow the shore during seven or eight days until they found water; they still counted on being below the Balize, that ten or twelve days after having left the brigantine, between eight and nine o'clock at night, the ship ran aground near an islet and as there was a heavy sea and their canoe could not resist the waves they were

unable to carry an anchor to work her off and the wind made them sink more and more, their rudder broke and they were obliged to cut the mast and throw the cannon into the sea as well as flour in order to lighten the boat and to be able to hold out until the morning. The next day, seeing that they were not far from land, a number of those who could swim swam to land and found there the canoe which had been cast up by the sea. They went in it for Mr. Duhomel and Mr. le Chevalier, and little by little they crossed over every one excepting a Spaniard who was drowned; only a half hour after all had left the ship it went to pieces at four or five o'clock in the evening; that everybody on shore gathered sacks of flour, they picked up about 250 qrtrs and they saved from the wreck forty-two guns, some pistols, two barrels of powder and balls, that they remained on this island about fifteen days after which they crossed to the mainland where they slept one night and remained a part of the day, after which Mr. le Cher de Grenier and all his crew made their way on land thinking they were going to Pensacola, and he (Grenier) told those who were in the canoe to follow him along the coast, that the sea being heavy they were obliged to put in on an island where they remained during eight days, after which the weather being good they continued to follow the route taken by my said Sr. le Cher Grenier, and ten days after leaving the island they found a sailor of said Sr. Cher Grenier who told them that he had passed there eight days previously and that they were in three bands. They took this man in their canoe and continued their route during eighteen days at the end of which time they found Savages who seemed to wish to kill them they gave them all they had and whilst they amused themselves with what they had abandoned they pushed off their canoe and nine returned in it, the others saying they would rather perish there than in the sea and they returned to the isle where they were wrecked where they found nothing; they went to the mainland and found that the Savages had taken all the flour of which they gave them six sacks for a few bolts of silk which were all that was in the canoe. They left the seaman ("Le Bonhomme hyvon") who did not wish to go on with them. They resolved to follow the land hoping to find some post and they reached the Balize last Tuesday, which is all he said he knew and made the present declaration to us to serve and avail as need may be, declaring that he did not know how to write nor sign, after inquiry as per Ordinance.

BLAIZE Also appeared Blaize Benoist, sailor on the boat La
BENOIST Superbe, commanded by Mr. le Chev^r Grenier, who said and declared to us that he left Vera Cruz with the Mr. the Chevalier Grenier and a brigantine loaded with flour for said Sr. Grenier about four months ago, that eight days after their departure from Vera Cruz Mr. the Chev^r Grenier being in want of water told Mr. Rateau (Rasteau) who was in the brigantine that he was forced to go full sail in order to find water and that the next day they touched land where they secured water, then they followed the land during five days and afterwards having taken to the open sea they passed the Balize without being aware of it as the pilot said that they were above it, the (Balize); that about ten days after they had left the brigantine, they were wrecked on an islet on the twelfth of May, at eight or
26736 nine o'clock at night, and were compelled to throw their cannon into the sea, to cut down the mast and to throw their flour overboard in order to lighten the boat and be able to hold on until morning, they saw that they were near an islet to which some of them swam and found the canoe on shore, in which they returned to fetch Mr. Grenier and Mr. Duhomel and later the remainder of the crew, after which they saw the ship go to pieces entirely. They remained about three weeks on the said island after which they crossed to the mainland where they met Savages. That having rested some time the Chevalier Grenier and his folks took the route along the coast the canoe following Mr. Grenier, they set sail and not being able to gain headway because of the sea that was on they sought harbor, that having spoken to Mr. Grenier he told them to await better weather to join and follow him, that they remained eight days on the said island and then followed after Mr. le Chevalier, that after having proceeded during fifteen days they met one of the sailors who had gone with Mr. le Chevalier and had dropped behind because he was ill and who told him that the Chevalier had passed eight days previously, that they took this man and were yet five or six days trying to catch up with Mr. the Chevalier and that, not being able to do so and having come upon Savages who wished to kill them, they turned back to the place where they had been wrecked and the Savages who had taken the flour gave them six sacks of it after which they followed the coast to the Balize and from there to New Orleans where they arrived last Tuesday and he had made the present declaration to us to

serve and avail as need may be and declared that he does not know how to sign nor write after inquiry following the Ordinance.

JEAN Bte
VIOLE

Also appeared Jean Baptiste Viole, sailor on the boat La Superbe, Captain Mr. the Chevalier Grenier, who told us that he was engaged on the said boat at Martinique, that having left Vera Cruz, not knowing the day but about eighteen days after, they had the misfortune to be wrecked by the wind at the Bay St. Bernard, that later on the twelfth of May, Mr. the Chevalier Grenier being unable to hold out longer where he was on account of bad weather and that his boat had struck a sandbank, he ordered him into the canoe, with five men and provisions and told him to make for the land half league off to find out if they could recognize some of the tribes ("nations"), to which the declarer and others answered that they did not think it necessary which compelled the Chevalier to tell them to take tinder (mèche allumée) to build a fire on reaching land, which wick was extinguished shortly afterwards by the waves which washed over the canoe; that the next day after having been to land they came back, carried Mr. the Chevalier to the land and all the rest of the crew without having saved any clothes for anyone whomsoever, that at the end of twelve days there came some Savages who spoke to them and made them understand that Pensaloca ("passacole") was to the west of them. That they had previously left the land on which they were, which was an island to go to the mainland, where they made bread with some cases of flour which had come ashore, that on the report of the Savages Mr. the Chevalier caused to be embarked in the canoe and in the dory all the provisions they could save from the shipwreck with a trunk belonging to Mr. Duhomel which had come to the shore, that they had only negroes and mulattoes in the boats, that having gone about a league by land along 26739 the coast with Mr. the Chevalier Grenier they saw that the canoe and the dory could not keep up on account of the bad weather and rough water which obliged the declarer and others to tell Mr. the Chevalier that if he wished it, they would themselves go aboard the canoe and would handle it much better than these negroes and mulattos who would infallibly have perished if they had continued their manoeuvre to which Mr. the Chevalier answered: "I am willing, my children," and that they numbering fourteen embarked in the canoe and in the dory and

sent the negroes and mulattos ashore that, following the orders of Mr. the Chevalier Grenier, they coasted land by sea, and Mr. the Chevalier and his troop went by land, for about twenty-eight days without seeing either the Chevalier Grenier or his crew after their departure; they saw to landward several rivers and lagoons and Savage tribes ("nations") who shot at them with bows and arrows to prevent them from landing, that they, seeing themselves without provisions and unable to advance further owing to the opposition of these bad tribes, decided by common accord to abandon the trunk they had with them in which were shirts and bolts of silk and other things of which 26740 he has no certain knowledge, these bad Savages fell on and took possession of them and gave their party the chance to leave the land where they had set up a tent to cook some provisions and intended to wait for Mr. the Chevalier and his troop to join them there; that they all then turned back together to the place where they had first saved themselves on land; that he calculates that they covered from sixty to eighty leagues going and as many in returning to this place. He also explained that of the fourteen who left together one part went by land and the other in the canoe, that when they resolved to save themselves in the canoe they left six of their number with those same Savages as they were not willing to embark for fear of perishing, saying that they would return by land to the island for which the others were bound; that on arriving there they found Savages of the "Atacapa"² nation who gave them provisions and the next day they departed and left with these Atacapas Sr. Ivon who would not embark with them on account of

²The word "Atacapa" as here spelled, agrees with the orthography given by Hodge in his handbook of American Indian p. 114. (Smithsonian Institution, Bureau of American Ethnology, Bulletin 30, Handbook of American Indians North of Mexico, edited by Frederick Webb Hodge in two parts.) He says that it comes from the Choctaw "hatak"—man, and "apa"—eats, hence cannibal; "a name applied by the Choctaw and their congeners to the different tribes inhabiting S. W. Louisiana and S. Texas."

The Attacapa country extended formerly to the coast in S. W. Louisiana and their primitive domain was outlined in the popular name of the old Attacapa or Tuckapa County, still in use, which comprised St. Landry, St. Mary, Iberia, St. Martin, Lafayette, Vermillion and later Calcasieu and Vernon Parishes; in fact all the country between Red, Sabine and Vermillion Rivers and the Gulf. (Dennett, Louisiana 1876.)

Swinton, in Bulletin 43 of the Bureau of American Ethnology, p. 35, spells the name "Attakapa" p. 360, and asserts that the name of this tribe is "Choctaw" signifying "man-eater" and mentions southwestern Louisiana and the entire Texas coast as the country occupied by them. He says that there were three main bands of Atakapa in Louisiana. On the Neches and lower Trinity he indicates as the place where Simars de Belle-Isle was abandoned and it seems to be the same vicinity in which Grenier and the crew of the *Superbe* met these Indians.—H. C. C.

the risks they had to run saying that he preferred to remain with these Savages whom he believed to be good people with whom he would get on as best he could, than to risk drowning with them, and they continued their route during about a month when they found themselves at the Balize where they returned to Mr. de Chavoy, Mr. Duhomel's clothes which had remained in their canoe. On arriving here (N. O.) they returned to the store of Mr. the Chevalier Grenier his clothes, silver and papers which they saved by hand at the time that the bad Savages fell upon them and that they saved themselves, and has made the present declaration to us to serve and avail as need may be and declared that he could not write nor sign after inquiry as per Ordinance.

**LOUIS
BESSON**

Also appeared Louis Besson, sailor on board the boat La Superbe, commanded by Mr. the Chevalier Grenier, who said and declared to us that he left Vera Cruz on the second feast of Easter, that they remained with the brigantine in which was Mr. Rasteau during eight or ten days at the end of which time they put on full sail as they were in want of water and wood, that on the next day having lost sight of the said Brigantine, they discovered land, they drove forward, sailing before the wind, believing that they had passed the Balize, to reconnoitre the land, that having seen three Indians they secured water and wood and not being able to make these Savages understand them, to be informed where they were, they embarked and sailed with a light wind during eight days, that between eight and nine o'clock at night having gone into a bay they ran aground on a sandbank opposite a small islet, that Mr. the Chevalier Grenier, having heard the boat strike, cried to the hands to luff but that it was impossible as the rudder of the boat suddenly would not work and they immediately lowered their canoe into the sea, but that the currents threw the canoe into the Bay without being able to control it on account of the stormy weather, seeing which they threw the flour overboard to lighten the boat as well as their swivel guns, that in the interval the boat had split in two, they succeeded in saving three barrels of powder and about fifty fire arms which they sent to the land they saw before them, which was an islet and as the Chevalier saw that the boat was breaking more and more, he gave the first stroke of the axe to cut the masts; at daybreak they saw land near them and Mr. the Chevalier and Mr. Du-

homel got into the canoe with several of the crew who
26743 did not know how to swim, that the rest of them swam
to the islet they saw before them; that one of the crew
tried to save himself with the sail and perished not being able
to join the others who from the small island saw their boat go
to pieces entirely at dawn. Mr. the Chevalier Grenier having
asked his crew who among them wished to reconnoitre the main-
land, seven or eight of them offered and embarked in the canoe,
who remained away about seven or eight days and came back to
them; the crew of the canoe reported that they had gone to the
mainland where they found Savages and that having run along
the coast they saw a large lagoon which obliged them to retrace
their steps; that on this report Mr. the Chevalier Grenier and
all the others passed over to the mainland in the canoe and in
the dory and there they made provisions with some sacks of
flour which the sea had washed ashore and which the Savages
who were there and who seemed to be friendly to the French
had salvaged and given them, that Mr. the Chevalier and all the
others deliberated on the situation, it was decided that they would
proceed by land and that they would arm the canoe and the dory
which would follow by water, manned with mulattos and
26744 negroes. Those on land seeing that the canoe and the
dory could not make headway and were filling with water
on account of the poor work of these folks, fourteen offered the
Chevalier to embark in the canoe and the dory and to row them,
which he accepted and sent away to land the negroes and mu-
lattos who followed the troop by land. They, themselves en-
deavored to follow Mr. the Chevalier's troop along the coast but
the bad weather prevented them from advancing and they
remained eight days awaiting fine weather and seeing the sea
more calm they embarked to follow Mr. the Chev^r Grenier and
having followed their route nearly twenty days, always west-
ward, they found several lagoons and stopped at the entrance
of a large bay where they set up a tent and began cooking bread
whilst awaiting Mr. the Chevalier and his troop, and that they
were surprised to see coming towards them a large number of
Savages whom they counted to more than a hundred, bow and
arrow in hand to shoot at them, that he believes those Savages
to be those called Indios Bravos (Indes Bravas), that on going
they found some of their folks on the road who had
26745 remained as they could not follow the others, to whom
they gave food and embarked with them and that see-

ing the Savages "Indios Bravas" approaching them in threatening to kill them, it obliged them to embark instantly in the canoe including Sr. Yvon; that the other six remained saying: "Perish, for perish we prefer to stay among these nations, because if we embark we would infallibly perish in the sea" and that the other nine proceeded on their way and came to the islet where they were wrecked, and resolving to gain the land where they had been saved all together they found there a great number of "Atacapas Savages" who had arrived since their departure, who had erected huts at the entrance of the Bay on both sides and had salvaged a quantity of flour. The said Savages received them well enough and even swapped provisions for some merchandise, such as bolts of silk, shirts they had saved from trunks of Mr. the Chevalier and Mr. Duhomel, being obliged to abandon the trunks to the Indios Bravas (Indes Bravas) from whom they escaped and loaded all the flour they could; that 26746 the next day they determined to return all the way by coast, with the idea that they were above the Balize.

Sr. Yvon told them that it was impossible for him to re-embark, that perhaps these Savages who appeared to be good folks would lead him to some nation, be it French or Spanish, which the said Savages had given him to understand, as some among them spoke a few Spanish words. They re-embarked and after having journeyed during about a month and a half they recognized the Balize and went there, where they delivered the packet of clothes from the trunk of Mr. Duhomel to Mr. Chavoy, and that having arrived here and having made their report to M. the Governor and General Commissioner they carried the remainder of clothes belonging to Mr. the Chevalier, papers and silverware of Mr. Rateau (Rasteau) which they delivered to Mr. Hervier in their warehouse and he has made the present declaration to us to serve and avail as need may be and declared he knew not how to write not sign, wherefore inquiry as per Ordinance.

**PIERRE
MONTEL**

Also appeared Pierre Montel of Bordeaux, sailor on the boat La Superbe commanded by Mr. the Chevalier Grenier who told us that he embarked as a sailor 26747 with M. the Chev^r at Portobello one year ago, on the 26th of last May, on his boat La Superbe, that he left Vera Cruz on the boat of said Sr. the Chev^r that he does not exactly remember at what time, but it was about four months ago, with a Brigantine in which was Mr. Rasteau, in which company they

were about ten or twelve days; that lacking wood and water M. the Chevalier, he told Mr. Rasteau that he would crowd sail to reach land; the next day they lost sight of the Brigantine and two or three days later they saw land which they could not recognize; there they found water and, believing they were to windward of the Balize, they continued their route coasting land and that three or four days later between eight and nine o'clock at night their boat ran aground on a sandbar opposite a small island; that a part of the crew when day came swam over to said isle, and that but one Spanish sailor was lost trying
26748 to save himself on the mast, that M. the Chevalier Grenier and all the rest saved themselves little by little in the canoe and gained the small island from which they crossed to the mainland; after having remained twelve or fifteen days on the said island they crossed to the mainland, where they found sustenance on flour which they gathered along the coast, and that the next day they made their way by land, on having been told by some Savages whom they saw that Pensacola (passacol) was above them, that M. the Chevalier loaded the canoe and the dory with as much supplies as possible with the three trunks that the waves had washed on the isle. He manned the canoe and the dory with negroes and mulattos and ordered them to follow him by sea, whilst they went along the coast on land that seeing how badly the men in the canoe and dory handled the boats and that they ran the risk of drowning and for the purpose of saving both the canoe and dory, he detached fourteen who offered to take their places, including Sr. Yvon who could not walk, and then having embarked, all the rest took the route by land, and these the coast, that bad weather retarded them for seven
26749 or eight days but when the sea became calm they re-embarked to followed the route and join M. the Chev^r Grenier. After some time they met a man of the crew on land who could not walk owing to sore legs; having fed him, as he had suffered several days he embarked him with them, coasting for twenty days without meeting any of M. the Chev^r Grenier's band, they found several lagoons on their way and finding a large bay deep into land they thought it suitable to land and shelter themselves and to make bread whilst awaiting M. the Chev^r. Having set up their tent, brought their effects and their canoe to land they saw a troop of over a hundred Indians who were coming towards them bow and arrows in hand to shoot them. That these were small men and he believes them to be of

the nation called "Indes Bravos"; that nine of them having embarked as quickly as they could with the best they could find in the trunks they abandoned the trunks and some other things to the Savages and escaped; that the other six said, "we
26750 may as well die here as there ("Perir pour perir") we would as soon make it with these Savages as to risk drowning, perhaps they will treat us better. Upon this they (the nine) concluded to go to the island when they were saved from the wreck expecting to find food there as they had no more. That they found nothing at all on the island and perceiving in the distance huts of Savages which the "Atacapas" had put up since their departure, on the shore of the bay, they went there and found a great number of Savages who received them well enough and gave them some of their flour in exchange for a few shirts and some bolts of silk. The next day they resolved to return along the coast with the idea that they were below the Balize and not above it, excepting Sr. Hyvon who told them: "Do as you choose, I cannot go further, these folks seem to be kind, they will not harm me and have made me understand that not far from here there are men like me." On the determination taken by Sr. Hyvon to remain with the Savages the eight others embarked trusting to the mercy of God and after a journey of a month or five weeks recognized the Balize and went to Mr. Chavoy, Commandant of that Post to whom they delivered some clothes belonging to Mr. Duhomel which they had saved from the trunks abandoned to the "Indes Bravos" and that having arrived here after reporting to M. the Governor and Commissaire, they went to the home of Sr. Hervier who has the details of merchandise of the said boat, to whom they delivered the remainder of the clothes they had for M. the Chev^r Grenier, some papers and silverware he was told were owned by Sr.
26752 Rasteau. He moreover declared to us that there is another man named Francois Brignon, a sailor who was with them, who has fever, colics and pains in his chest which confine him to his bed and who cannot come to make his declaration following the orders given them by M. the Commissaire and he made this present declaration to us to serve and avail to such end as may be right and declared that he knew not how to write nor sign, after inquiry as per Ordinance.

VRIGNAN And also appeared Francois Vrignan, sailor on the
FRANCOIS boat La Superbe, commanded by M. the Chev^r. Grenier, who hired himself to M. the Chev^r about a year ago,

who said and declared to us that he left Vera Cruz in the boat of the said Chvr. Grenier about four months ago with a Spanish Brigantine with whom they were in company during ten or twelve days, that the Chev^r seeing the bailing short, told Mr. Rasteau, who was on the Brigantine, that he would sail for land as fast as he could; the next day they lost sight of the said Brigantine and two days later they found themselves near land where they took on water and continued on their way along the coast, and three or four days later they ran aground on a sand bank between eight and nine o'clock at night, opposite an islet. That at the first touch of the ship the rudder broke and they were obliged to lighten the boat, to throw their flour and their swivel guns overboard and to cut the mast in order to hold out until day. At day-break they all went to the small island, some by swimming and the others in the canoe, losing only one sailor who drowned. Having stayed about twelve days on the said island they crossed to the mainland and lived on the flour which the sea had washed up along the coast. The next day they laid out a route by land; believing that Pensacola was above them. Mr. the Chev^r caused some provisions to be loaded in the canoe and the dory with three trunks which they found on the shore and as the canoe could not keep the sea, M. the Chev^r changed the crew and placed fourteen (other men) in the canoe and in the dory with orders to sail along the coast whilst the others went by land. Bad weather prevented them from continuing (by sea) and they were compelled to wait seven or eight days at the end of which the sea being calm they reembarked to follow their route to join M. the Chev^r. After some time they came upon a man of their crew on land who had not been able to follow the others owing to illness, who told them that M. the Chev^r had passed there eight days previously; they took this man with them and again continued on their way during twelve or fifteen days and saw no more of their (men). They found several lagoons on their way and having come to a bay stopped on the shore, to which they drew up their canoe and landed their effects. They saw a great many savages coming towards them with loud cries and much howling, and as the savages approached they reloaded some of their effects and abandoned the trunks and part of what was in the canoe and nine of them reembarked

as the others would not, saying that they might as well die on land as at sea. That they retraced their way and arrived at the island near where they had been shipwrecked hoping to find some flour, for they were in need of provisions. As soon as they reached this place and found nothing on the island, they went over to the mainland where there were a number of savages who gave them flour for which they gave a few bolts of silk. The next day they left, eight in number, having left Sr. Ivon with these last savages as he would not come with them and they came all the way along the coast and recognized the Balize where they turned over to Mr. de Chavoy some clothes belonging to Mr. Duhomel which they had saved from the trunks they abandoned to the savages and they came here where they made their report to MM. the Governor and Commissaire and remitted the remainder of the effects they had to Mr. Hervier, and made this present declaration to us to serve and avail as need may be and signed Francois Vrignan.

Signed: Henry, Greff. (paraph).

II

Declaration of the Captain of La Superbe

TRANSLATION:

Sept. 27, 1745.
The Chevalier
Grenier
Declaration.
fol. 29. 4062.

On this day, September twenty-seventh, one thousand seven hundred and forty-five, appeared in the Registry of the Superior Council of Louisiana, Monsieur the Chevalier Grenier, who arrived here at New Orleans yesterday, and requested us to receive his declaration, to-wit: that on the fourteenth of March of the present year, one thousand seven hundred and forty-five, he left New Orleans to go to New Vera Cruz to secure flour for the needs of this Colony; he reached there on the twenty-ninth of the said month of March and left there to return here on the nineteenth of April, in company of a Spanish Brigantine which he had loaded and freighted for his own account; that he had in his boat four hundred and seventy-two sacks of flour, that they kept together until the twenty-seventh of the said month, when the need of water made him leave as the said boat of the declarer navigated much better than the other.

Proces
Verbeaux.

On the twenty-ninth at night the sounding showed thirty fathoms muddy sand bottom. In the uncertainty the said declarer ran to the north to reconnoiter the land which they could not recognize; that the next day at four in the afternoon, by twenty-nine degrees and a few minutes, they had three fathoms of water, and always the same bottom, then believing himself to be to the west of the river* they stood to the northwest, the wind being east, southeast. They continued this course during three days with very little wind, which having failed entirely, the said Sr. declarant put out his canoe to get water and wood which he greatly needed. The canoe did not return until very late and brought back but a small quantity of water. The wind had freshened from the east and the men in the canoe not being able to give any information (of the land) the said declarant was obliged to bear off to take observations and fixed their location at 29 degrees 55 minutes, but while standing off found himself on a sandbank, with three fathoms of water.

A sailor under the said Sr. declarer told him that coming from Pensacola to New Orleans they had found a similar one where they had anchored at night and the next day recognized the Balize. The said Sr. declarer ran nearly six hours with a good fresh wind, sailing northwest. The next day sighting land to the north, east and west, he sent out his canoe a second time and being told that he was to windward he sent a pilot who was with him in his small canoe to sound higher up. At more than three leagues in the open sea, his observation showed 30 degrees, 30 minutes. Then believing he was in the east, they raised anchor and ran southwest coasting the shore. They sailed thus during two or three days and having seen smoke on land he sent his canoe to secure water and reconnoitre.

They found on land five Savages with a few huts, and not being able to get any information from them, the declarer requested Mr. Duhomel, officer of the detachment to go there as he spoke the Mobilian language and thought he could be understood. But he could draw nothing from these Savages. They remained thus all day; the next day he made ready to sail, finding seven or eight fathoms of water at a half league from land. He did not make much headway owing to the

*The Mississippi.

calm which made him determine to anchor and to send the small canoe back to land and landed five Spanish sailors, thinking that they might be understood by some Savages whom they saw on the shore and who happened to be the same ones they had spoken to. They returned aboard in about an hour shouting "Victory," saying that they were near Pensacola. They even assured him that the Savages had told them in Castilian that from where they were they had but three days' journey to reach there, whereon he made ready to set sail and to steer following the coast to the southwest, with the same depth. The next day they did not advance much on account of the calm.

The third day, eleventh of May, they made good headway, always to the southwest; on the twelfth the wind freshened from the southwest, I say from the southeast, and we ran all day along the coast with seven and eight fathoms of water; towards night the wind increasing, he told his Second, Sr. Yvon, to run to sea, but he told the said Sr. declarer that they could not thus leave land for lack of water, that there was nothing to fear and indeed they were in ten fathoms. After which he contented himself with telling him to be careful to have soundings taken and, after prayers, he went to bed, ordering his boatswain to keep strict watch forward and always to have the plumb in hand. The said declarer thinks that he too went to bed, for at half past nine at night, that is one hour later, the said boat struck a sandbank, amidst breakers.

The declarer rose at the stroke and started to luff, but found no one at the helm, the rudder having snapped at the second shock and unfortunately he found that they had lowered the main sail. He then sent out the canoe to carry an anchor to deeper water, but this could carry only the small anchor, and did not serve them as the boat dragged it after her. He then sought to lighten the boat by throwing overboard as many sacks of flour as they could and other things and kept a man at each pump until he saw that they were pumping sand which left him no doubt that the boat was opening. He then ordered the mainmast cut down to relieve the ship and to give them time to save themselves, as the current would carry her ashore with the wind on her quarter and increasing in violence; he ordered the canoe away to land fearing it might break up against the side where it was filling

every moment. He made a raft³ of three pieces, the main top yard, the outside end and a few boards. It was barely finished when thirteen men threw themselves on it and a great wave having washed it off the ship they suffered greatly as the sea covered the side where the raft was lashed. They cut the lashing and abandoned themselves to the mercy of the waves which brought them to land at a whole league distant from the ship. The said Sr. declarer was thus reduced, when at dawn they saw the two canoes which had passed the night on a little isle or sandbank which they discovered. They did all they could to gain the ship but only the large one came after having filled several times. The said Sr. declarer embarked in it by the way of his bowsprit and had himself brought to land on a reef which was not a half league in circumference and the point of which was a fourth of a league distant from the ship. He sent the canoe back, and it passed the day going and coming, carrying away three or four men at each trip. Finally all reached the land except a Spanish sailor who threw himself on the mainmast which they 26821 had cut and which still held lashed to the ship. He spent the whole night there and they saw him drown at daylight without being able to succor him.

The said Sr. declarer passed the first night on the reef in hope of saving something from his ship, but the next morning it was not in sight. He sent the canoe to reconnoitre: they saw only the top of the forward deck and the poop. Having come to shore the declarer thought of naught else than of means to maintain himself on the islet. For this purpose he sent the canoe to search for the mainmast in order to set up a tent. It was found on a little sand bar where it was held by the guys of the ship, but the wretched (sailors) amused themselves breaking open all the chests and trunks they found there, imitating in this those who saved themselves on the raft and who to reach this wreckage had traveled around a bottom more than a league in extent, where they spared none of the chests they found on the shore, plundering the best and throw-

³The Editor has inserted the word "raft" here notwithstanding the opinion of Mrs. Cruzat, who says: "You will notice that I effaced a word (in the first translation) to substitute 'punt' which seems to be the logical one, which I submit to you. The word in the text is 'rat' (meaning *ras*) which is punt or flatboat, but the text says that it was made of three pieces in the water and tied together with (lians) bindweed which makes it more probable that it was a punt. It was not raft, which in French is "radeau" or in old canadian records "cajeu" or "cayeu"; the word "radeau" is never used in the text by sailors or officers.—H. P. D.

ing the rest into the sea. The declarer asserted also that all that was saved had been thrown on the shore by the sea, none of the crew being willing to do anything to that end. They allowed the mainmast to get away, which was the last resource remaining to the declarer to maintain himself on the said islet. Fortunately water was found there and with the flour washed ashore, of which they made a pile of over two hundred sacks, they might have subsisted there for a long time.

He thus remained exposed to all the inclemencies of the weather until the sixteenth of the month, when he sent thirteen armed men to explore the country. On the eighteenth, seventeen Spaniards demanded permission to go away. He granted it, they met the others who had retraced their way
26822 and they also turned back. They told the Sr. declarer that the first day they had met Savages who led them during two days' march to a great Lagoon on the other side of which they saw a great many other Savages and that their guides gave them to understand that those were bad and would kill them. They became frightened and came back after six days always speaking of Pensacola which the Spaniards claimed to be near; one of them even told the Sr. declarer that he had once been lost where they were and recognized the place and that in six days' march they would be there. From the mainland there came every day other Savages who spoke of Christianos and made them understand that in six days the said declarer would be with them.

Unwilling to send any one else since thirty men had not dared to pass, he determined to go himself, and to this end he ordered each one to make bread to subsist on the way. All of them passed over to the mainland in the two canoes on the night of the twenty-third and walked a half league to a point where they spent the night. He had placed a crew in the canoe expecting it to follow along the coast and to enable them to cross the lagoons and rivers which they might meet; he had loaded it with four bags of flour, and a tierce of water, and he took all that he could carry of the best, particularly Mr. le Chevalier's trunk, and two for Mr. Duhomel, in one of which there was a bag with seven or eight hundred piastres. He had also ordered the small canoe to follow, but those he placed
26823 in it said that they could go no longer and that they would be drowned. He did not wish to compel them and told them to break it and set it adrift fearing it might serve

the Savages to carry away the flour they had left on the reef, and thus they abandoned the small canoe.

The next day, twenty-fourth, in the morning, all of them began their march, expecting the canoe to follow them; when they reached the other side of the point they no longer saw the canoe. This caused them to turn back and they found it filled with water. They could not double the point, whereon the said Sr. declarer assembled all his people and asked who among them wished to return to the reef; all wished to follow him and there remained with the canoe only fourteen men among whom was Sr. Yvon, his second, his mate and boatswain. He left them orders which were to follow him as soon as the sea would allow them to do so, which they promised, and he began his march with one hundred men. They had also saved thirty-five to forty guns and as many pistols, some powder and balls, thus, all were armed and were in condition to pass notwithstanding the Savages, in case they opposed it and for this reason he ordered them to march all together and that none go forward but to wait for those who would remain in the rear.

They advanced in this order for a few days, the fourth day of the march they found a large lagoon where those he had sent to reconnoitre said they had seen the Savages and indeed they saw a troop of twenty or thirty. Three men swam across to the other side, spoke to them and were exceedingly surprised to find they were the same ones who came
26824 to see them every day on the reef. They had several canoes and they asked them for one to go back, not daring to swim again on account of the sharks they had seen in crossing before. The Savages would not consent and they came back.

Thereupon the (declarer's) party went to search for wood to make a raft with vines. While making it they saw the Savages in their canoes going up into the depth of the bay; they signaled to them to come to them; the Savages hesitated a long time but finally three of them bolder than the others, who were going away as fast as they could, advanced in a canoe, left it near in the open water and jumped overboard bringing smoked fish. They returned to bring some of their comrades who, emboldened by the welcome given the others, came to the number of twelve or fifteen in two or three worn canoes. They passed to the other side with them, where they

found an old Chief who spoke a few words of Spanish and talked to them a great deal of Christianos and made them understand that they still had to pass five lagoons. He was right, for they had already passed over thirty without having seen their canoe. However, they still hoped to reach Pensacola soon, but after a march of ten or twelve days they could no longer doubt that they were near the coast of Tampico because the land ran to the south. Provisions began to fail, water even, which until then they had found to be good by digging a hole thirty paces from the sea, became salty.

Then it was no longer possible to restrain any one; they disbanded. Those who still had bread went ahead, 26825 fearing to be obliged to give some to the others; others who had pillaged, fearing to be searched if they arrived all together, also went ahead so that on the thirtieth day of the march the said Sr. declarer found himself with only sixteen. On the twenty-fourth of June he found four of the men who told him that all those who had gone ahead had been killed; they themselves had been attacked by five Savages whom they put to flight by presenting their guns. They had remained in the woods during three days but hunger and thirst had made them come out and they had thus met the declarer. They had seen five of their companions dead who marched immediately before them, which led them to believe that all the others had been killed. Thereupon he returned to the place where they had slept in order to prepare for defense. He wished to see how many arms remained; he found fifteen pistols and five guns but there were not ten charges of powder because they had passed so many lagoons and rivers, the whole had been wet; there still remained a little in a flagon which he distributed to each one who cleaned his arms. He had placed a negro on a small mound of sand which separated the river shore from the plain to warn those who stayed in the rear and who might think he was in the meadow. (Savanné) This negro came to warn him that a troop of Savages armed with arrows were coming and in the same instant they appeared, twenty-one in number, making their usual cry. They ran towards them and an old Chief said to the declarer, in good Castilian that he had nothing to fear, that he had come to prevent their killing him. However the said Sr. declarer, not trusting him beyond measure, still held him 26826 at the point of his pistol.

This old Chief sent nine men to fish; they brought back a great deal of fish and made them eat some with them. They then led them to their homes saying that they were some worn huts where they lived on roots and a kind of thistle which they gave them to eat. During six days that they remained with them the said Savages took off everything they had, put them stark naked and sent them to Tampico, which they reached, twenty-seven in number, after a march of forty-four days, on the fifth of July, one thousand seven hundred and forty-five, and left there to come here on the thirty-first of August in a Spanish ship named "La Notre Dame de la Guadalupe,"* commanded by Captain Dom* Francois Bomond, and entered the River on the twenty-second of September of the same year, and he has made this present declaration to serve and avail as need may be and demanded that it be certified at New Orleans the aforesaid day, month and year and has signed

Le Ch^{er} Grenier.

III

Declaration of Sr. Duhomel, a Passenger on La Superbe

26827 And the aforesaid day, twenty-seventh of September, one thousand seven hundred and forty-five, appeared in the Registry of the said Council the Sieur Chevalier Duhomel, officer of detached troops of the Marine in this Colony, arriving with Mr. Le Chev^r Grenier on the boat (La Superbe)* commanded by my said Sr. Grenier, on which he commanded a detachment of troops of this Colony, that at his departure were remitted to him by Sr. Forstal four ingots of gold, of which he knows the weight, having given his acknowledgment of the same which was handed to Sr. Forstal junior, embarked on the same boat, to be remitted to him at Vera Cruz, to be employed as ordered by his father, which he did. Sr. Forstal junior not being able to use them he remitted them to the said declarer to be returned to him or to his father in New Orleans. As they had the misfortune to be wrecked the said declarer took care to have his trunk, in which were the ingots, thrown into the sea, which trunk having been washed ashore was saved on land; that there he took out the gold ingots and

*Our Lady of Guadalupe. In Spanish : "Don," in Portuguese: "Dom."

*Space left in text and filled.

give them to soldiers to carry, but having arrived among a Savage nation near Tampico, the Savages plundered them, and left them as naked as the hand, having shot a portion of their men, the other portion saved themselves without their shirts, the said Savages having robbed them entirely without leaving them anything, which is affirmed as the truth by the undersigned Sieurs who escaped from this shipwreck and who arrived here with him in a boat hired by my said Chevalier Grenier at Tampico, and made the present declaration to us to serve and avail as need may be, of all of which he requested that certificate be given him.

At New Orleans the aforesaid day, month and year and has signed with my said Sieur Chevalier Grenier, Chauvagere, surgeon of the said boat, Laville and Tixerant, Cadet of troops in this Colony.

Le Ch^{er} Grenier. S Chauviere. Tixerant fils.
du hommeel.

Henry Greff.

Written thus in text, should be Chauviere as signature shows.



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**DOCUMENTS CONCERNING BIENVILLE'S LANDS IN
LOUISIANA, 1718-1737**

SIXTH INSTALLMENT

Translation by Heloise H. Cruzat

PART III.

Surveys and Reports Upon the Situation and Condition of Bienville's Lands
in 1737 Made by the Official Surveyor of the Colony Under the
Direction of Governor Bienville and Ordonnateur Salmon.

(Continued from January, 1928 Qy.)

Document No. 20
Translation
1737—Nov. 20.
Proces-verbal of
survey and titles
of Sieur Bienville
March 27, 1719.
49 arpents by a
league in depth.

In the year one thousand seven hundred and thirty-seven, on Wednesday, November twentieth, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, We, Francois Saucier, surveyor, went to a tract forty-nine arpents front on the River Saint Louis by a league in depth, situated below New Orleans and on the opposite side, having four hundred and sixty superficial arpents cleared, on which land we found two buildings on the ground, a barn measuring sixty feet in length of brickwork, a dove-cote of upright joists and twenty negro quarters, belonging to said Sieur de Bienville forming a part of a concession in allodium of one hundred and thirty arpents granted to him by the Company of the Indies March twenty seventh one thousand seven hundred and nineteen and reserved by him as his domain, for which land said Sieur de Bienville presented an act of the said concession in allodium, dated as aforesaid, confirmed and approved by the Directors of the said Company at Paris, February sixth, one thousand seven hundred and twenty, signed by them and registered in the Registry of the Superior Council of Louisiana, April twenty-first one thousand seven hundred and twenty-three by Rossard, Clerk of the said Council. Of which titles, land and buildings, we, surveyor undersigned, for this purpose, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done the above day and year.

Signed: F. Saucier
Fabry de la Bruyere

A true copy of the original furnished this instant by us,
Clerk of the Superior Council of Louisiana.

Signed: Rossard
Salmon

Document No. 20 L'an mil sept cent trente sept. mercredy ving-
Text tieme Novembre, en vertu de l'ordonnance de
1737—Nov. 20. Messieurs de Bienville, Gouverneur de la Prov-
Cons. p. 107. ince de la Louisianne, et Salmon Commis-
saire Ordonnateur en la ditte Province, Nous Francois Saucier
arpenteur, nous sommes transporté sur un terrain de quarante
neuf arpents de face sur le fleuve Saint Louis sur une lieue de
profondeur scitué au dessous et de l'autre costé de la Nouvelle
Orleans ayant la quantité de quarte cent soixante arpents de
deffriché en superficie sur lequel terrain nous aurions trouvé deux
bâtimets sur solles, une grange de soixante pieds de longueur en
maçonnerie un collombier en collombage et vingt cases à nègres
appartenant à mondit Sieur de Bienville faisant partie des cent
trente trois arpents de concession en franc aleu à luy accorde par
la Compagnie des Indes le vingt sept Mars Mil sept cent dix neu
et par luy réservé pour son domaine, pour lequel terrain mondit
Sieur de Bienville nous auroit représenté l'acte de la dite conces-
sion en franc aleu datté comme cy dessus confirmé et approuvé
par les Directeurs de la ditte Compagnie à Paris le six Fevrier mil
sept cent vingt signée d'eux et enregistrée au Greffe du Conseil
Supérieur de la Louisianne le vingt et us arvil mil sept cent vingt
trois par Rossard Greffier audit Conseil, desquels titre, terrain
et bâtimens, nous arpenteur soussigné à ce commis avons dressé
le pré à ce commis avons dressé le présent procès verbal en
présence du Sieur Fabry de la Bruyere, témoin soussigné fait
le jour et an que dessus.

Fabry de La Bruyere
F. Saucier

Pour copie collationné l'original rendu à l'instant par Nous
Greffier au Conseil Supérieur de la Louisiane.

Rosaard
Salmon

Document No. 21
Translation
1737—Nov. 21.
Proces-verbal
of survey and
titles of Widow
Carriere who
acquired from
one Dauphin,
father and son,
August 16, 1733,
who acquired from
one Bergeron,
vendee of Bienville,
under two separate
acquisitions.
12 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Thursday, Twenty-first of November, by virtue of the order of Mssrs de Bienville, Governor of the Province of Louisiana and Salmon, Commissaire Ordonnateur of the said Province, we Francois Saucier, surveyor, went to a tract of twelve arpents front on the River Saint Louis by Forty arpents in depth, situated above and adjoining the land of Sieur Broutin, protected by a levee along the said river, having a surface of ninety-six superficial arpents cleared, without any build-

ing thereon, but a small barn, a warehouse and five negro quarters owned by Madam Widow Carriere who bought the said land from one Dauphin father and son following his contract passed before Henry, Notary Royal in Louisiana, August sixteenth, one thousand seven hundred and thirty-three. The said Dauphin Father and son owned this lot by a sale without any written agreement with one Bergeron to whom said Sieur de Bienville had conceded six arpents on February fourth one thousand seven hundred and twenty-seven at the quit-rent of a lease of six livres two capons and two days labor as service due per year for each of the six arpents.

Bergeron had bought the six other arpents from one Le Kintrek, to whom said Sieur de Bienville had likewise granted them on November sixteenth one thousand seven hundred and twenty-four at the quit-rent of a lease of six livres and two capons per year for each arpent and of ten days labor, as service due, for the said six arpents, as carried in his contract, of which titles, land and building, we, surveyor undersigned, commissioned for this purpose, have drawn up the present proces-verbal in the presence of Sieur Favry de la Bruyere, witness undersigned, the above day and year.

Signed: F. Saucier

Fabry de la Bruyere

Excerpt collated with the original which remained in charge of Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon certify to all whom it may concern that the above signature of M^e Henry, Notary, is authentic, and that faith may be had

therein. In testimony whereof we have signed these presents and have had them countersigned by our Secretary.

Given in our office at New Orleans this seventeenth of December one thousand seven hundred and thirty-seven.

Signed: Salmon

Document No. 21
Text
1737—Nov. 21.
Cons. p. 110.

L'an mil sept cent trente sept, Jeudy Vingt et un Novembre, en vertu de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisiane et Salmon Commissaire Ordonnateur en la ditte Province, Nous Francois Saucier arpenteur, nous sommes transporté sur un terrain de douze arpents de face sur le fleuve Saint Louis sur quarante de profondeur scitué au dessus et attenant le Sieur Broutin guaranty d'une levée le long du dit fleuve ayant la quantité de quatre vingt seize arpents de deffriché en superficie sans aucun bâtiment qu'une petite grange, un magasin idem, et cinq cases à nègres appartenant à Madame Veuve Carriere qui a achepté le dit terrain des nommés Dauphin père et fils suivant son contrat passé par devant Henry Nottaire Royal à la Louisianne le seize Aoust mil sept cent treste trois. Les dits Dauphin père et fils possédoient ce terrain par achapt fait par eux sans marché par écrit avec le nommé Bergeron à qui mondit Sieur de Bienville en avoit concédé six arpents le quatre Fevrier mil sept cent vingt au redevance de six livres de ferme, de deux chapons et une corvée par an pour chacun des dits six arpents.

Bergeron avoit acheté les six autres du nommé Le Kintrek à qui mondit Sieur de Bienville les avoit pareillement concédés le seize Novembre mil sept cent vingt quatre aux redevances de six livres de ferme et de deux chapons par an par chacun arpent et de dix corvées pour les dits six arpents ainsy qu'il est porté dans son contrat, desquels titres, terrain et bâtiment, nous arpenteur soussigné à ce connus avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere, témoin soussigné les jour et an que dessus.

F. Saucier

Fabry de La Bruyere

Pour extrait collationne en la minutte restée es mains de Nous Notaire soussigné.

Henry

Nous Edme Gatien Salmon certiffions à tous qu'il appartient que la signature cy dessus de Me Henry Notaire est véritable

et que foy doit y estre adjoutée en temoin de de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Salmon

Document No. 22
Translation
1737—Nov. 21.
Proces-verbal of
survey and title
of Chauvin de la
Freniere who
acquired by private
agreement from
Sieur Pradel
who likewise
acquired from
Sieur Prevost,
vendee of de
Noyan, agent of
Bienville,
May 1, 1728.
10 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Thursday, November twenty-first, by virtue of the order of Mssrs de Bienville, Governor of the Province of Louisiana and Salmon, Commissaire Ordonnateur of the said Province, we, Francois Saucier, surveyor, went to a tract of ten arpents front on the River Saint Louis by forty arpents in depth, situated above New Orleans, and on the same side, adjoining on the lower side, land owned by one Adam called Blondin and on the upper side, land owned by Monsieur Chauvin de La Freniere, without any building thereon, uncleared, suitable for cattle grazing, the upper portion belonging to said Sieur Chauvin de La Freniere, who bought the said land from Sieur Pradel by private agreement between themselves, the said Sieur Pradel having bought it in like manner, previously from Sieur Prevost, book-keeper, to whom Mr de Noyan the elder acting for said Sieur de Bienville and under his procuration had ceded and transferred the said land in the said name by contract passed before Rossard Notary Royal in Louisiana, on the first day of May one thousand seven hundred and twenty-eight the minute of which has remained in his office, the said contract carrying a quit-rent of six livres of rent per year, for each arpent frontage, as also of two capons and two days of labor, as service due, yearly for each arpent, the said quit-rents payable by the said Sieur Prevost to said Sieur de Bienville in perpetuity, of which titles and land, we, surveyor undersigned, commissioned for this purpose, have drawn up the present proces verbal in the presence of the said Sieur Fabry de la Bruyere, witness undersigned, the above day and year.

Signed: F. Saucier

Fabry de La Bruyere

A true copy collated with the original which remained in charge of Notary undersigned.

Signed: Henry

1737—Dec. 17.
Authentication
by Salmon

We, Edme Gatien, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern that the above signature is authentic and that faith may be had therein. In testimony of which we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon

Document No. 22.
Text
1737—Nov. 21.
Cons. p. 113.

L'an mil sept cent trente sept Jeudy vingt et un de Novembre, en vertu de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisiane et Salmon Commissaire Ordonnateur de la ditte Province, nous François Saucier arpenteur nous sommes transporté sur un terrain de dix arpents de face sur de fleuve Saint Louis sur quarante de profondeur scitue au dessus et du meme coste de la Nouvelle Orleans tenant du costé d'en bas à celui du nommé Adam dit Blondin, et du coste d'en haut à une terre appartenant à Monsieur Chauvin de La Freniere, le dit terrain sans aucun bâtiment ny deffriché étant en bois debout et propre au pâturage des bestiaux, le haut appartenant au dit Sieur Chauvin de La Freniere lequel a achepté le dit terrain du Sieur Pradel par marché particulier fait entre eux, le dit Sieur Pradel l'ayant achepté de même du Sieur Prevost teneur de livres précédemment à qui Monsieur de Noyan l'êine au nom et comme fondé de mondit Sieur de Bienville avoit cédé et transporté le dit terrain au dit nom par contrat passé devant Rossard Notaire Royal à la Louisianne le premier jour de May mil sept cent vingt huit dont la minutte est restée es étude, le dit contrat portant les redevances de six livres de rentes par an par chacun arpent de face, comme aussy de deux corvée par chacun arpent annuellement, les dites redevances payables par le dit Sieur Prevost envers mondit Sieur de Bienville à perpétuité des ques les titres et terrain. Nous arpenteur soussigné à ce commis avons dressé le present procès verbal en présense du dit Sieur Fabry de la Bruyere témoin soussigné le jour et an que dessus.

F. Saucier

Fabry de La Bruyere

Pour extrait collationné en la minutte restée es mains de nous dit Notaire soussigné.

Henry

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Louisiane, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé les presentes et fait contresigner par notre secretaire.

Donné en notre hostel à la Nouvelle Orleans ce dix sept Decembre mil sept cent trente sept.

Salmon

Document No. 23
Translation
1737—Nov. 21.
Proces-verbal of
survey and titles
of the Jesuits
who acquired from
de Noyan, agent of
Bienville
5 arpents by 40.

In the year one thousand seven hundred and thirty-seven by virtue of the order of Mssrs de Bienville, Governor of the Province, we Francois Saucier, surveyor went to a lot of five arpents front, on the River St. Louis, by forty arpents in depth, situated above and on the same side as New Orleans, owned by the Reverend Jesuit Fathers, adjoining the one they previously bought from my said Sieur de Bienville, protected by a levee along the said River, without any building or clearing, serving as a pasture ground for cattle and to furnish timber for construction, for which was presented to us a contract passed before Rossard, Notary Royal in Louisiana, on the first of May, one thousand seven hundred and twenty-eight, by which it appears that Mr de Noyan, the elder, holding procuration of my said Sieur de Bienville, ceded and transferred the said Lot, in perpetuity, to the Reverend Jesuits, on condition of payment of the sum of six livres rent per arpent, as also two capons and two days of labor for each arpent, on which title and lot, we, the undersigned surveyor, for this commissioned, have drawn up the present procès verbal in the presence of Sieur Fabry de La Bruyere, undersigned witness, on the above day and year.

F. Saucier

Fabry de la Bruyere

Excerpt collated with the minutes which remain in hands of undersigned notary.

Henry

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern, that

the above signature of Me Henry, Notary, is authentic, and that faith may be had therein. In testimony of which we have signed these presents and had them countersigned by our Secretary.

Given in our hotel at New Orleans December seventeenth, one thousand seven hundred and thirty-seven.

Salmon

Document No. 23
Text
1737—Nov. 21.
Cons. p. 117.

L'an mil sept cent trente sept le vingt et un de Novembre en vertu de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonnateur en la ditte Province, François Saucier arpenteur, nous sommes transporté sur un terrain de cinq arpents de face sur le fleuve Saint Louis sur quarante de profondeur scitué au dessus et du meme costé de la Nouvelle Orleans appartenant aux Révérends Pères Jésuittes attenant à celui qu'ils ont desjà achepté de mondit Sieur de Bienville, garanty d'une levée le long du dit fleuve sans aucun bâtiment ny deffriché servant au paturage des bestiaux et à la fourniture des bois de charpente et de construction pour lequel il nous auroit été représenté un contrat passé devant Rossard Notaire Royal à la Louisiane du premier May mil sept cent vingt huit par lequel il apert que Monsieur de Noyan l'ainé au nom et comme fondé de procuration de mon dit Sieur de Bienville a cédé et transporté le dit terrain à perpétuité aux Révérends Pères Jesuittes à la charge de payer la somme de six livres de rentes par chacun arpent comme aussy de deux chapons et de deux corvées de travail par chacun arpent, desquels titre et terrain nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de la Bruyere témoin soussigné les jour et an que dessus.

F. Saucier

Fabry de la Bruyere

Pour extrait collationné sur la minutte restée es mains de
Nous Notaire soussigné

Henry

Nous Edme Gatien Salmon conseiller de Roy Commissaire de la Marine, Ordonnateur et Premier Juge au Conseil Supérieur de la Louisiane, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire

Donné en nostre hotel à la Nouvelle Orleans dix sept Decembre mil sept cent trente sept.

Salmon

Document No. 24
Translation
1737—Nov. 21.
Proces-verbal of
survey and titles
of Sieur Broutin
who acquired
from Renault
d'Hauterive
Oct. 11, 1737,
who acquired
four arpents
from succession of
Sieur de Vilainville
vendee of de
Noyan, agent of
Bienville, and six
arpents from
succession of Sieur
Bonnaud vendee
of Agent of Bienville.
10 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Thursday, November twenty-first by virtue of the order of Mssrs de Bienville, Governor of the Province of Louisiana and Salmon, Commissaire Ordonnateur of the said Province, we, surveyor undersigned, went to a tract of ten arpents and fifteen fathoms front on the river Saint Louis by forty arpents in depth situated above New Orleans on the same side, at a quarter of a league from the City, protected by a levee along the said river containing thirty superficial arpents cleared and sown with foodstuffs, adjoining at the lower end land of Mr. d'Auterive's and on the upper side land of Sieur Darby, the whole belonging to Sieur

Broutin, Engineer of the King, which he bought from the said Sieur Renault d'Hauterive for the price and sum of two thousand livres following the agreement passed before Henry, Notary Royal in Louisiana, on the eleventh of October of the present year. As a title to ownership of said land which the said Sieur D'Hauterive had bought from the succession of deceased Sieur de Vilainville on the twenty-fourth of March, one thousand seven hundred and thirty-four, there was presented to us a contract passed before Rossard, Notary Royal in Louisiana, by which it appears that Monsieur de Noyan the elder, acting for said Sieur de Bienville and under his procuration, ceded and transferred the quantity of four and a half arpents fronting on the river, presently forming a part of the ten aforesaid, to the said Sieur de Vilainville at the quit-rent payable to my said Sieur de Bienville, Lord and proprietor of the said land, of six livres rent lease, as also of two capons and two days labor, as service due, for each arpent, another contract passed before Rossard, Notary, February ninth one thousand seven hundred and twenty-five, by which it appears that said Sieur de Bienville has ceded and transferred in perpetuity the quantity of six arpents frontage by ordinary depth to Sieur Bonnaud, the said six arpents situated

below the land of Sieur Larchevesque and adjoining it, presently comprised in the ten arpents above mentioned as having been acquired from Sieur Bonnaud by the said Sieur de Vilainville, and later sold by his succession jointly with the four and a half arpents which he had from my said Sieur de Bienville, to the said Renault D'Hautrive as above specified the said contract of February ninth, one thousand seven hundred and twenty-five, stipulating like annual quit-rents per arpent by the said Sieur Bonnaud to said Sieur de Bienville, of which titles and we, surveyor undersigned, commissioned for this purpose, have drawn up the present proces verbal in the presence of Sieur Fabry de La Bruyere, witness undersigned, the above day and year.

Signed: F. Saucier

Fabry de la Bruyere

Excerpt collated with the original which remained in possession of Notary undersigned.

Henry

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern that the above signature of M^e Henry, Notary, is authentic and that faith may be had therein. In testimony whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans, this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 24
Text
1737—Nov. 21.
Cons. p. 120.

L'an mil sept cent trente sept, Jeudy vingt et un de Novembre en vertue de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonateur en la ditte Province Nous arpenteur soussigné nous sommes transporté sur un terrain de dix arpents et quinze toizes de face sur le fleuve Saint Louis sur quarante de profondeur scitué au dessus et du même costé de la Nouvelle Orleans distance d'un quart de lieue de la ville garanty d'une levée le long du dit fleuve ayant la quantité de trente arpens de deffriché en superficie ensemencé de vivres, tenant par en bas à la terre de Monsieur D'autrive et du costé d'en haut à celle de Sieur Darby le tout

appartenant au Sieur Broutin, Ingénieur du Roy, qu'il a achepté du dit Sieur Renault D'Hautrive pour prix et somme de deux mille livres suivant leur marché passé par devant Henry Nottaire Royal à la Louisianne le onze Octobre de la présente année. Pour titre de propriété duquel terrain le dit Sieur D'Hautrive avoit achepté de la succession de feu Sieur de Vilainville le vingt quatre, il nous a été représenté un contrat passé devant Rossard Notaire Royal à la Louisianne par lequel il apert que Monsieur de Noyan l'ainé au nom et comme fondé de procuration de mon dit Sieur de Bienville a cédé et transporté la quantité de quatre arpens et demy de face sur le fleuve faisant party aujourd'huy des dix en question audit Sieur de Vilainville au redevance envers mondit Sieur de Bienville Seigneur propriétaire du dit terrain de la somme de six livres de ferme par chacun an comme aussy de deux chapons et de deux corvées par chacun arpent; un autre contrat passé aussy par devant Rossard Nottaire, du neuf Fevrier mil sept cent vingt cinq par lequel il apert que mondit Sieur de Bienville a cédé et transporté è perpétuité la quantité de six arpents de face sur la profondeur ordinaire au Sieur Bonnaud les dits six arpents scitués au dessous et attenant à la terre du Sieur Larchevesque et faisant aujourd'huy party des dix arpents en question comme ayant été acquis du dit Sieur Bonnaud par le dit Sieur de Vilainville, puis vendue par sa succession conjointement avec les quatre arpens et demy qu'il avoit eu de mondit Sieur de Bienville au dit Renault D'Hautrive comme il a été spécifié cy dessus le dit contrat du neuf Fevrier mil sept cent vingt cinq stipulant également de parelles redevances annuelles par arpent du dit Sieur Bonnaud envers mon dit Sieur de Bienville, desquels titres et terrains nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere témoin soussigné le jour et an que dessus.

F. Saucier.

Fabry de La Bruyere.

Pour extrait collationne aux minuttes restez es mains de
Nous Notaire soussigné. Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et Premier Juge au Conseil Superieur de la Province de la Louisianne, certiffions à tous qu'il appar-

tiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en notre hôtel à la Nouvelle Orleans ce dix sept Decembre mil sept cent trente sept.

Salmon.

Document No. 25
Translation
1737—Nov. 22.
Proces-verbal
of survey and
titles of Monsieur
Provenché.
8 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Friday, November twenty-second, by virtue of the order of Messrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, we, François Saucier, surveyor, went to a tract of eight arpents front on the river Saint Louis by forty arpents in depth, situated below and adjoining the plantation of said Sieur de Bienville, the said land protected by a levee along the said river having one hundred and ninety superficial arpents cleared, two houses on the ground, a barn, a poultry-house and six negro quarters, the whole belonging to Monsieur Provenché, who presented to us a contract passed before Rossard, Notary Royal in Louisiana, July first, one thousand, seven hundred and twenty-four, by which it appears that said Sieur de Bienville, first proprietor, ceded and transferred the quantity of eight arpents frontage by forty arpents to the said Sieur Provenché at the quit-rent of six livres per year, two capons and two days labor, service due, for each arpent, and for the remaining ten arpents, adjudicated to him March sixteenth of the present year, of the ten arpents proceeding from succession of deceased Sieur Theodore Baldie (Baldit) who had bought them on the tenth of October one thousand seven hundred and thirty-one from one Aubuchon who owned them in the name of the widow of one Cardinal, as her husband, to whom they had been originally ceded by my said Sieur de Bienville following his contract of December eighteenth one thousand seven hundred and twenty-four, the said contract being likewise presented to us stipulating the quit-rents of six livres of rent, two capons and two days of labor for each arpent, the whole by the year, of which titles, land and building, we, surveyor undersigned, commissioned for this purpose, have drawn up the

present proces verbal in the presence of Sieur Fabry de La Bruyere, witness undersigned the above day year.

Signed: F. Saucier.

Fabry de La Bruyere.

A true copy collated with the original cession and adjudication which remained in possession of the said Notary undersigned.

Henry.

1737—Dec. 19.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern that the above signature of M^e Henry, Notary, is authentic and that faith may be had in it. In testimony of which we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans, this nineteenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 25
Text
1737—Nov. 22.
Cons. p. 125.

L'an mil sept cent trente sept, vendredy vingt deuxieme Novembre, en vertu de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonnateur en la ditte Province, Nous François Saucier arpenteur nous sommes transporté sur un terrain de dix huit arpents de face sur le fleuve Saint Louis sur quarante de profondeur scitué au dessous et attenant à l'habitation de mondit Sieur de Bienville, le dit terrain garanty d'une levée le long du dit fleuve, ayant la quantité de cent quatre vingt dix arpents de deffriché en superficie, deux maisons sur solles, une grange, un poulailler et six cazes à nègre, le tout appartenant à Monsieur Provenché, lequel nous auroit reprérenté un contrat passé par devant Rossard Notaire Royal à la Louisianne du premier Juillet mil sept cent vingt quatre, par lequel il apert que mondit Sieur de Bienville premier propriétaire a cédé et transporté la quantité de huit arpents de face sur quarante de profondeur au dit Sieur Provenché au redevance de six livres par chacun arpent par an, deux chapons et deux journées de travail aussy par chacun arpent et pour les dix arpents restants l'adjudication à luy faite le seize Mars de la présente année des dix arpents provenant de la succession du feu Sieur Theodore Baldic (Baldit) qui les avoit achepté le

dix Octobre mil sept cent trente et un du nommé aubuchon qui en étoit possesseur au nom et comme époux de la Veuve du nommé Cardinal à qui mon dit Sieur de Bienville les avoit primordiallement cédé suivant son contrat du dix huit Decembre mil sept cent vingt quatre, le dit contrat qui nous auroit pareillement été représenté stipulant les redevances de six livres de rentes par chacun arpent, deux chapons et deux journées de travail aussy par chacun arpent let tout par an, desquels titres, terrain et bâtiment, nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere, témoin soussigné le jour et an que dessus.

F. Saucier

Fabry de La Bruyere

Pour extrait collationné sur les minuttes de cession et de l'adjudication restez es mains de Nous dit Notaire soussigné.

Henry.

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Superieur de la Province de la Louisianne, certiffions à tous qu'il appartient que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en notre hostel à la Nouvelle Orleans ce dix neuvieme Decembre, mil sept cent trente sept.

Salmon.

Document No. 26

Translation

1737—Nov. 23.

Proces-verbal of

survey and titles of

Sieur Raguet.

36 arpents and 18

fathoms by 40 arpents.

In the year one thousand seven hundred and thirty-seven, on the twenty-third of November, by virtue of the order of Messrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, we, Francois Saucier, surveyor went to a tract of thirty-six arpents and eighteen fathoms front on the River Saint Louis, by forty arpents in depth, situated below New Orleans on the other side, at the distance of one league, protected by a levee along its frontage, having one hundred and ten superficial arpents cleared and sown with foodstuffs, on which land we found two saw mills, a house on the ground and ten negro quarters, the whole belonging to Sieur Raguet, Councillor in the Superior Council of this Pro-

vince, of which thirty-six arpents and eighteen fathoms, the said Sieur Raguet bought six on the fourth of April one thousand seven hundred and thirty-six from Sieur Dubreuil, to whom they had been adjudicated on the ninth of September one thousand seven hundred and thirty-three, after the death of Sieur Rivart, who had purchased them December first one thousand seven hundred and twenty-eight from Sieur Hemery to whom Monsieur de Bienville had granted the said six arpents on the twenty-eighth of October, one thousand seven hundred and twenty-four as it appears by his contract stipulating quit-rents of six livres rent, two capons and two days of labor per year for each of the six arpents.

Sieur Raguet owns seven other arpents "six perches" adjoining by purchase from the same Sieur Dubreuil, April fourth, one thousand seven hundred and thirty-six; the said Sieur Dubreuil had bought them August eighteenth, one thousand seven hundred and thirty-three from one Etienne Langlois to whom Sieur de Noyan, the elder, in the name of my said Sieur de Bienville under his procuration had granted them on the twentieth of January, one thousand seven hundred and twenty-five at the same quit-rent aforementioned.

The three arpents following were likewise purchased by Sieur Raguet, April fourth, one thousand seven hundred and thirty-six from the said Sieur Dubreuil who had acquired them from one Fleuriet, to whom they were granted by my said Sieur de Bienville, on the..... (missing in text).

Sieur Raguet moreover owns seven adjoining arpents which he bought December ninth, one thousand seven hundred and thirty-five from one Louis Langlois to whom they had been ceded by Monsieur de Noyan, the elder, under procuration above mentioned, on the twentieth of January, one thousand seven hundred and twenty-five at the aforesaid quit-rents.

The ten arpents following were conceded by my said Sieur de Noyan to same Sieur Raguet at like quit-rents as aforementioned, but the contract was not found at the Registry and the said Sieur Raguet affirmed that it was not at his residence.

Below and adjoining is land of eight arpents granted by Monsieur de Noyan January twentieth one thousand seven hundred and twenty-five in the name of my said Sieur de Bienville to one Chenier, and, lower down, also eight other arpents granted by him on the same day to one Francois Dugue; my said Sieur de Bienville's land had been surveyed and land-marks set at this

last plantation in the month of February one thousand seven hundred and twenty-eight by Sieur de Lassus, sworn surveyor of this Colony who on estimate had there fixed the point opposite Pointe Saint Antoine, which following the concession from the Company of the Indies was to terminate the land of my said Sieur de Bienville, the surveying of this land being made and since verified in the presence of Sieur Broutin engineer of the King in the Colony, we raised a perpendicular on the said Point Saint Antoine and in consequence of this operation fixed the centre of the said point at the end of the first three arpents fronting on the land of one Chenier. This land likewise belongs to Sieur Raguet, who made the purchase from the said Chenier, without other written agreement, of which titles, land and building, we, surveyor undersigned, commissioned for this purpose, have drawn up the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned, on the above mentioned day and year.

Signed: F. Saucier

Fabry de La Bruyere

Copy collated with the originals in paper and rendered in the moment by us, Greffier in the Superior Council of Louisiana, this twentieth of December, one thousand seven hundred and thirty-seven.

Signed: Henry.

1737—Dec. 20.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern that the above signature of M^e Henry, Greffier of the Council, is authentic and that faith may be had therein. In testimony whereof we have signed and had it countersigned by our Secretary.

Given in our office, at New Orleans, this twentieth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 26
Text
1737—Nov. 23.
Cons. p. 129.

L'an mil sept cent trente sept vingt troisieme Novembre, en vertue de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisiane et Salmon Commissaire Ordannateur en la ditte Province Nous Francois Saucier, arpenteur, nous sommes transporté sur un terrain de trente six arpents et dix huit toises

de face le fleuve Saint Louis sur quarante de profondeur scitué au dessous et de l'autre costé de la Nouvelle Orleans, distance d'une lieue, guaranty d'une levée sur toute la face, ayant la quantité de cent dix de deffriché en superficie ensemencé de vivres sur lequel terrain nous aurions trouvé deux moulins à planches, une maison sur solle et dix cazes à negres, le tout appartenant au Sieur Raguet Conseiller au Conseil Supérieur de cette Province, desquels trente six arpents et dix huit toises le dit Sieur Raguet en a achepté six le quatre Avril mil sept cent trente six du Sieur Dubreuil qui les avoit eus par adjudication du dix neuf Septembre mil sept cent trente trois après la mort du Sieur Rivart, lequel les avoit achepté le premier Decembre mil sept cent vingt huit du Sieur Hemery à qui Monsieur de Bienville avoit concédé les dits six arpents le vingt huit Octobre mil sept cent vingt quatre ainsy qu'il paroît par son contrat, stipulant les redevances de six livres de rentes, deux chapons et deux journées de travail par an pour chacun des six arpents.

Le Sieur Raguet possède sept autres arpents six perches atenant par l'achat qu'il en a fait du même Sieur Dubreuil le quatre Avril mil sept cent trente six, le dit Sieur Dubreuil les avoit achepté le dix huit Aoust mil sept cent trente trois du nommé Etienne Langlois à qui mondit Sieur Denoyan l'ainé au nom et comme fondé de procuration de mondit Sieur de Bienville les avoit concédé le vingt Janvier mil sept cent vingt cinq au redevance pareille à celle cy-dessus.

Les trois arpents en suivant ont esté pareillement achepté par le Sieur Raguet du dit Sieur Dubreuil le quatre Avril mil sept cent trente six qui les avoit acquis par le nommé Fleuriet à qui il avoit esté concédé par mondit Sieur de Bienville le.....

Le Sieur Raguet possède encore sept arpents atenant qu'il a achepté le vingt neuf Decembre mil sept cent trente cinq du nommé Louis Langlois à qui Monsieur de Noyan l'aine fondé comme cy dessus les avoit concédé le vingt Janvier mil sept cent vingt cinq aux redevances cy dessus mentionnées.

Les dix arpents suivants avoit été concédés par mondit Sieur Denoyant au même Sieur Raguet Raguet et à pareille redevance que les autres dessus, mais le contrat ne s'est point trouvé au Greffe et le dit Sieur Raguet a affirmé ne l'avoir point chés luy.

Au dessous et atenant est une terre de huit arpens concédé par Monsieur Denonyan le vingt Janvier mil sept cent vingt cinq au nom de mondit Sieur de Bienville au nommé Chenier, et

plus bas aussy une autre de huit arpents par luy concédé le même jour au nommé Francois Dugué, la terre de mondit Sieur de Bienville avoit été arpentée et bornée à cette dernière habitation au mois de Fevrier mil sept cent vingt huit par le Sieur de Lassus arpenteur Juré dans la Colonie qui à vis de la pointe Saint Antoine qui suivant la concession de la Compagnie des Indes devoit terminer la terre de mondit Sieur de Bienville, l'arpentage de cette terre ayant esté par nous fait depuis et vérifié en présence du Sieur Broutin Ingenieur du Roy dans la col onie, nous avons levé une perpendiculaire sur la dite pointe Saint Antoine et fixé en consequence de cette operation le milieu de la ditte pointe au bout des trois premiers arpents de face sur la terre du nomme Chenier.

Cette terre appartient pareillement au Sieur Raguet qui a achepté du dit Chenier sans autre marché par écrit, desquels titres, terrain et bâtiment, Nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en presence du Sieur Fabry de la Bruyere, témoin soussigné le jour et an que dessus.

F. Saucier

Fabry de La Bruyere

Pour copie collationne aux originaux en papier et rendu à l'instant par nous Greffier au Conseil Supérieur de la Louisianne ce vingtieme Decembre mil sept cent trente sept.

Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisianne certiffions à tous qu'il appartient que la signature cy dessus de M^e Henry Greffier au Conseil est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé et fait contresigner par notre secretaire.

Donne en notre hôtel à la Nouvelle Orleans ce vingtième Decembre mil sept cent trente sept.

Salmon.

Document No. 27.

Translation

1737—Nov. 23.

Proces-verbal of
survey and titles
of Sieur Joseph
Carriere who
acquired from
Sieur Augustin
Langlois who
acquired six arpents
from de Noyan,
agent of Bienville,
and three arpents
from one Fleuriet,
9 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on the twenty-third of November, by virtue of the order of Messrs. de Bienville, Governor of the Province of Louisiana and Salmon, Commissaire Ordonnateur of the said Province, we Francois Saucier, surveyor undersigned, went to a tract of nine arpents front on the River Saint Louis, by forty arpents in depth, protected by a levee along the said river, situated below and adjoining Provenche's land, having sixty superficial arpents cleared, on which

land we found a house on the ground and three negro quarters belonging to Sieur Joseph Carriere who produced a sale under private seal on date of August fifteenth, one thousand seven hundred and thirty-four, showing that he acquired the said tract from Sieur Augustin Langlois, to whom my said Sieur de Noyan, the elder, acting in the name of and under procuration of said Sieur de Bienville, had conceded six arpents on the twentieth of January, one thousand seven hundred and twenty-five, at the quit-rents of six livres rent, two capons and two days of labor, per each arpent by year.

The three other arpents had been sold to the said Sieur Langlois by one Fleuriet to whom it had been granted on the same quit-rents above mentioned on the twetny-eighth of October, one thousand seven hundred and twenty-four, of which titles, land and building, we, surveyor undersigned, commissioned for this purpose, have drawn up the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned, on the aforesaid day and year.

Signed: F. Saucier

Fabry de La Bruyere

A copy collated with the originals on paper rendered at the moment by us, Greffier in the Superior Council of Louisiana, this twentieth of December, one thousand seven hundred and thirty-seven.

Signed: Henry.

1737—Dec. 20.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern, that

the above signature is authentic and that faith may be had therein. In testimony whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans, this twentieth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 27
Text
1737—Nov. 23.
Cons. p. 136.

L'an mil sept cent trente sept vingt troisième Novembre en vertu de l'ordonnance de Messieurs de Bienville Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonnateur en la ditte Province, nous François Saucier arpenteur soussigné nous sommes transporté sur un terrain de neuf arpents de face sur le fleuve Saint Louis sur quarante de profondeur garanty d'une levée le long du dit fleuve scitué au dessous et attenant provenché ayant la quantité de soixante arpents de deffriché en superficie sur lequel terrain nous aurions trouve une maison sur solle et trois cazas à nègres appartenant au Sieur Joseph Carriere lequel nous auroit représenté une vente sous seing privé du quinze Aoust mil sept cent trente quatre comme il a acquis le dit terrain du Sieur Augustin Langlois à qui mondit Sieur Denoyan l'ainé au nom et comme fondé de procuration de mondit Sieur de Bienville en avoit concédé six arpents le vingt Janvier mil sept cent vingt cinq aux redevances de six livres de rentes, deux chapons et deux journées de travail pour chacun arpent par an.

Les trois autres arpents avoient esté vendus au dit Sieur Langlois par le nommé Fleuriet à qui il avoit esté concédé aux mêmes redevances cy dessus le vingt huit Octobre mil sept cent vingt quatre, Langlois les revendit au dit Sieur Carriere conjointement avec les dits six arpents cy dessus mentionés le quinze Aoust mil sept cent trente quatre, desquels titres, terrain et bâtiment nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de la Bruyere témoin soussigné le jour et an que dessus.

F. Saucier

Fabry de La Bruyere

Pour copie collationné aux originaux en papier et rendus à l'instant par nous Greffier au Conseil Supérieur de la Louisianne, ce vingtieme Decembre mil sept cent trente sept.

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur

de la Province de la Louisianne certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Greffier au dit Conseil est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé les présentes et fait contresigner par notre secretaire.

Donné en nostre hostel à la Nouvelle Orleans ce vingtieme Decembre mil sept cent trente sept.

Salmon.

Document No. 28
Translation
1737—Nov. 5.
Certificate of
survey recap-
itulating the
Bienville
Plantation
above New
Orleans.

In the year one thousand seven hundred and thirty-seven, on the fifth day of November, by virtue of the order of Messrs. de Bienville, Governor of the Province of Louisiana and Salmon, Commissaire Ordonnateur for the King in the said Province, we, Francois Saucier surveyor undersigned, went to a tract situated along the River Saint Louis, above New

Orleans and on the same side, beginning at the plantation of the Jesuit Fathers to the land of Sieur Demouy (including it) at the limit of the Chapitoulas, amounting to about two hundred and thirteen and a half arpents fronting on the said river, with a depth of forty arpents in its whole extent, protected by a levee covering its whole front, on which land we found different plantations inhabited by divers individuals, almost all of them sown with provisions and indigo; some of them preserved in standing wood for timber and building wood and as a pasture ground for cattle, the whole as it stands according to the individual proces-verbals subjoined heretofore of each of the said plantations as they are; to-wit:

	arpents
The plantation of the R. Jesuit Fathers; continuation....	5
of that of Sieur Renault D'Hautrive.....	22
of Sieur Broutin	10½
of that of Sieur Darby	6
another of Sieur Broutin.....	12
that of Dame Carriere.....	12
that of Sieur de Livaudais.....	6
that of Sieur Petit de Livilliers.....	6
that of Sieurs Salmon, Le Breton and Couturier, associates	8½
that of Sieur Paquier.....	8½
that of Sieur de Belleisle.....	10

that of Sieur Delery.....	11
Three of Sieur Bellaire of 5, 8, and 2 arpents.....	15
that of Sr. de Noyan Sr.....	7
Four of Sieur Chavanne following, to wit: three of 6 and one of 4 arpents.....	22
one of one Adam, called Blondin.....	7
that of Sieur de la Freniere	10
Another, the same and adjoining.....	17
that of Sieur Demouy.....	12½
<hr/>	
Total	213½

For the whole of which plantations contained in the said land my said Sieur de Bienville presented us a concession in (due) form and an original in allodium granted him by the Directors General of the Company of the Indies in Louisiana on the twenty-seventh of March one thousand seven hundred and nineteen of the said land from the limits of New Orleans to the limits of the Chapitoulas running in depth to West one fourth North West, the said concession confirmed by the Directors of the Company in Paris, February sixth, one thousand seven hundred and twenty, signed by them and duly registered in the Registry of the Superior Council of Louisiana, on the twenty-first of April, one thousand seven hundred and twenty-three of which concession we have hereto annexed a copy.

Moreover, my said Sieur de Bienville presented to us different contracts passed before Rossard, Notary Royal in New Orleans, by which it appears evidently that he ceded to different individuals the various lots which at this day form the aforesaid plantations. On the condition of paying, each in his own right, to him as Lord of the said land the quit-rents carried in the said contracts, excerpts of which are contained in the aforesaid individual proces-verbals of the said plantations, and that all lots were granted by him before knowledge had reached Louisiana of the decree of August tenth, one thousand seven hundred and twenty-eight, obtained by petition of the Company of the Indies from the State Council of the King, by which my said Sieur de Bienville was deprived of the said concession in allodium and of all seigneurial rights thereto, that from the year one thousand seven hundred and twenty three, my said Sieur de Bienville had placed thereon several German families to whom, besides the said lots, he had given cattle, tools, grains for their

sowing and provisions for a year, as has been more fully specified in the said contracts, of which titles and lots, we, surveyor undersigned, have drawn up the present proces verbal to serve and avail as need may be on the above day and year.

Signed: F. Saucier.

Document No. 28
Text
1737—Nov. 5.
Cons. p. 140.

L'an mil sept cent trente sept Lundy Vingt cinquième jour de Novembre en vertu de l'ordonnance de Messieurs de Bienville Gouverneur de la Province Province de la Louisianne et Salmon Commissaire Ordonnateur pour le Roy en la ditte Province, Nous François Saucier arpenteur soussigné, nous sommes transporté sur une terre scitué le long du fleuve Saint Louis au dessus et du même costé de la Nouvelle Orleans à commencer de l'Habitation des Pères Jésuites jusques et compris la terre du Sieur Demouy à la borne des Chaptoulas, ce qui fait la quantité de deux cent treize arpents at demy ou environ de face sur le dit fleuve ayant la quantié de quarante arpents de profondeur dans toute son etendue et garanty d'une levée sur toute as face sur laquelle terre nous aurions trouvé différentes habitation occupées par divers particuliers presque toutes ensemencées de vivres et indigo, quelques unes conservées en bois debout pour la recherche des bois de charpente et construction et pour le paturage des bestiaux, le tout en l'état qu'il se comporte conformément aux procès verbaux particuliers cy joints par nous cy devant waits de chacune des dittes habitations les quelles sont:

SCA VOIR	arpents
L'habitation des R. Pères Je. suites de.....	5
celle du Sieur Renault D'Hautrive de.....	22
celle du Sieur Broutin de.....	10½
celle du Sieur Darby de.....	6
Une autre du Sieur Broutin de.....	12
celle de la Dame Carriere de.....	12
celle du Sieur de Livaudais de.....	6
celle du Sieur Petit de Livilliers de.....	6
celle des Sieurs Salmon, Le Breton et Couturier, associes..	8½
celle du Sieur Paquier de.....	8½
celle du Sieur de Belleisle de.....	10
celle du Sieur Delery de.....	11
Trois au Sieur Bellaire de 5, 8 et 2 arpents, cy.....	15
celle du Sieur Denoyan l'ainé.....	7

Quatre au Sieur Chavanne de suite scavoir trois de 6 et une de 4 arpents	22
Une au nommé Adam dit Blondin de.....	7
celle du Sieur de la Freniere de.....	10
Une autre au même et attenant de.....	17
celle du Sr Demouy de.....	12½
Total.....	213½

Pour la totalité desquelles habitations contenues en la ditte terre il nous a esté représenté par mondit Sieur de Bienville, une concession en forme et en original en franc aleu à luy accordée par les Directeurs Généraux pour la Compagnie des Indes à la Louisianne le vingt sept Mars mil sept cent dix neuf de la ditte terre à prendre des bornes de la Nouvelle Orleans jusques aux bornes des Chapitoulas courant en profondeur à Ouest quart Nord Ouest, la ditte concession confirmée par les Directeurs de la Compagnie à Paris le six Fevrier mil sept cent veingt, signé d'eux et duement enrégistré au Greffe du Conseil Supérieur de la Louisianne le vingt et un Avril mil sept cent vingt trois de laquelle concession nous avons joint icy copie.

En outre il nous auroit encore été represente par mon dit Sieur de Bienville differents contrats passés par devant Rossard Nottaire Royal à la Nouvelle Orleans par lesquels il apert evidemment qu'il a cédé à divers particuliers les différents terrains qui forment aujourd'huy les susdittes habitations à condition de payer chacun en droit soit à luy comme Seigneur de la ditte terre les redevances portées aux dits contrats dont extraits sont contenus en nos susdits proces verbaux particuliers des dittes habitations, et que tous les dits terrains estoient concédés par luy avant qu'on connut à la Louisianne l'arrest du dix Aoust mil sept cent huit obtenu sur requeste par la Compagnie des Indes au Conseil d'Etat du Roy par lequel mondit Sieur de Bienville a esté privé de la dite concession en franc aleu et de tous droits seigneuriaux en icelle, que des l'anné mil sept cent vingt trois mondit Sieur de Bienville y avoit placé plusieurs familles allemandes à qui il avoit donné outre les dits terrains des bestiaux, des outils, des grains pour leurs semences et des vivres pour une année ainsy qu'il est plus amplement spécifié aux dits contrats, desquels titres et terrain, Nous arpenteur soussigné avons dressé le présent procès verbal pour servir et valoir ce que de raison le jour et an que dessus.

F. Saucier.

**Year J(esus) M(ary) J(oseph) 1773
No. 35.**

**Dona Anna Judith Chenal, Widow of Juan
Baptiste Grevembert, to prevent the inhab-
itants of Opelousas from killing the straying
cattle belonging to her at her dairy-farm.**

Judge Senor Governor. Escribano Almonester.

Translated from the original record in the Cabildo, New Orleans
By LAURA L. PORTEOUS

This record is preserved by us in print as a useful document for the study of Legal Procedure in Louisiana under the Spanish Dominion.

It records an unusual proceeding literally an indictment of all the people of the Post of Opelousas, pitched upon alleged violation of O'Reilly's Ordinance of 1770 on the subject of domesticated cattle.

The ordinance of 1770 translated by Gustavus Schmidt, an eminent member of the Louisiana Bar in 1841, is also printed by us as a complement to this publication and because of the constant reference thereto in the Calendar of the Spanish Judicial Records published in each issue of the Quarterly.

The title placed at the head of this paper is an exact translation of the title

page of the folio containing the proceedings in this case.

All legal proceedings in the Spanish era were written in small folios neatly bound together and a title endorsed thereon by the Escribano.

Each cause was similarly treated with the result that wherever a record of that time has survived we are reasonably sure it contains every paper originally filed and per contra when a record is lost, it is wholly and hopelessly gone.

This was all differently handled in the French era, and the original file or cahier of that era was a loose leaf system and in time these papers were so scattered that we have picked parts of a single record out of files dated thirty years later.—ED. LA. HIST. QY.

I

I certify that today, the day of date, Dona Anna Judith Chenal, widow of Don Juan Baptiste Grevembert, granted her general procuration to Don Francisco Broutin, Public Attorney for all her lawsuits, causes, civil and criminal negotiations, orders, and executories, brought or to be brought that she had or should have with any person, demanding and defending, appearing in Court, taking all or any proceedings (where) she might have to be present, and with free and general administration, incidents and dependents, power to prosecute, to take oath, to substitute, and revoke substitutes and name others with remission in due form; as all the above is more amply made evident from the said power of attorney which

remains in my Archives to which I refer and by request of the party I give the present. New Orleans, January the twelfth of the year one thousand seven hundred and seventy-three.

(Signed) Andres Almonester,
y Roxas, Notary Public.

(I) Ana Judith Chenal, widow of Juan Baptista Grevembert, by my power of attorney which I duly present in the best form, appearing before Your Lordship, I petition according to law, saying: that the residents of Opelousas have been killing much of my live-stock at my dairy-farm giving as a reason that they are straying, which has caused a very considerable injury to me, destroying the greater part of my cattle: in attention whereof may it please Your Lordship to order a despatch issued to the Commander of the said Opelousas, Don Gabriel Fusellier de la Claire, so that he may prevent all the inhabitants or any other persons (from so doing, charging them) not to kill any of my live-stock on my dairy-farm or other outbuildings on the land which belongs to me. Wherefore:

To Your Lordship I pray that the said certificate of procuration having been presented may it please you to provide and order as I have petitioned, as it is from justice, costs and I swear it does not proceed from malice and it is necessary, &c.

(Signed) Francisco Broutin.

Moreover: in attention to which the said inhabitants tame my live-stock and after they have taken care of them, they appropriate them; may it please Your Lordship to order the said Commander to also prevent the foresaid inhabitants from so doing, and besides not killing my cattle, they must also not collect them together in order to tame them. It is justice I ask as above.

(Signed) Francisco Broutin.

The certificate of procuration having been presented let the principal and secondary petitions be sent to the Assessor.

(Signed) Unzaga.

Notification.

I certify that on the same day I notified Francisco Broutin of the foregoing decree.

(Signed) Almonester,
Notary.

(Dispatch)

Whereas: Let the Commander of Opelousas, Don Gabriel Fuselier (de la Claire) be summarily informed of the facts referred to in the principal and secondary clauses of the foregoing written petition and should the resulting (investigation) conform to the truth; he must make restitution of the live-stock belonging to this party, which under the pretext of straying is found to have been appropriated by any one of the residents of his jurisdiction. The cattle will be easy to recognize by the mark of the farm, and if it is true that the hunting of cattle which were really straying was permitted in other times from a motive of serving as a public object, it is irrefutable that the abuse can not be suffered to be introduced under color of a permission to destroy the owner's cattle on the private farms and dairies, the conservation of which is important to the common welfare. In the future take assiduous care of what this party sets forth as do the rest of the owners of dairy-farms. Let them try to domesticate their own animals, brand them, and let them observe all the rest of the rules that economy demands for the management of like property. The residents must cease, at once, this odious practice of driving home the animals of their neighborhood which legitimately belong to known owners, which must be considered as open robbery capable of disturbing public peace and tranquility if it is not stopped with the brevity which His Lordship desires to put limits to the disorder. Therefore, the said Commander is charged to act with vigilance in this matter and order that when they shall fail to obey the before named Commander he must advise this Tribunal with sufficient instructions so as to provide for their chastisement. To which effect let a despatch be issued with an enclosure of the written petition and of this decree and he must notify the present escribano of its result.

Assessed ten reales.

(Signed) Unzaga.

(Signed) Dor. Odoardo.

Provided by Señor Don Luis de Unzaga y Amezaga, Brigadier of the Royal Armies and Governor General of this Province for His Majesty who signed it with his Assessor General on April twenty-sixth of one thousand seven hundred and seventy-three.

(Signed) Andres Almonester

y Roxas

Notary Public.

Notification.

I certify that on the same day I notified Don Francisco Broutin of the foregoing decree.

(Signed) Almonester,
Notary.

I certify that the despatch
has been issued which was
ordered on page 5.

(Almonester's paraph.)

Note: Here follows a certified copy of the despatch with the enclosure of the petition and decree which was ordered sent to the Commander of the Post of Opelousas by Governor General Unzaga.—L. L. P.

In the year one thousand seven hundred and seventy-three on the eighteenth day of the month of May in the presence of the here-below named and undersigned witnesses, appeared before us Commander of the Districts of Opelousas and Atakapas, Mr. Louis Grevemberg in his capacity of administrator of the dairy farm and all the property belonging to the succession of Mr. J. B. Grevemberg, his father, and he declared to us that the accusation brought by the Widow Grevemberg against the inhabitants of our jurisdiction is void of evidence and that he (himself) abandoned all proceedings and suits (which are) the occasion of the decree rendered on this subject by His Lordship, the Governor of this Province avowing, however, the good-faith of the Widow Grevemberg, his mother, who let herself be deceived by false reports, and praying us to render an account to Monsieur, the Governor, and to stop the proceedings of the suit and the inquiries which have become unnecessary, he not having any reproach to make against the inhabitants in regard to the straying animals that have been killed in virtue of the ordinances appertaining to them as for the public wellbeing. We have given to the said Mr. Louis Grevemberg the certificate of his declaration and his desistance from the proceedings brought against the inhabitants of our jurisdiction in the presence of Messrs. Jean Bevard, Louis Armand Ducrest, Baptiste Labbé, Jean Baptiste Durieux, Jacques Sorel, witnesses required, residents of the said place of Atakapas, who have signed the present declaration with the said Louis Grevemberg and we, the Commander, of the district

thus signed, Louis Grevemberg, Ducrest, Sorel, Durieux, Labbé, Bevard, Fuselier de la Claire.

I affirm the copy here above conforms to the original which remains in our Archives.

(Signed) Fuselier De la Claire.

New Orleans the 28th of May of 1773.

Let this be shown to Ana Judith Chena.

(Signed) Unzaga.

Before me (Signed) Andres Almonester
Roxas, Notary Public.

Notification.

I certify that on the said day I notified Don Francisco Broutin in person.

(Signed) Almonester,
Notary.

II

O'REILLY'S ORDINANCE OF 1770

Concerning Grants of Land in Louisiana to New Settlers, Fencing of Same, Building of Roads and Levees, and Forfeiture of Strayed Cattle.

Reprinted from translation by Gustavus Schmidt, 1841*

DON ALEXANDER O'REILLY, COMMANDER OF BEN-FAYAN, OF THE ORDER OF ALCANTARA, INSPECTOR GENERAL OF INFANTRY, APPOINTED, BY SPECIAL COMMISSION, GOVERNOR AND CAPTAIN-GENERAL OF THIS PROVINCE OF LOUISIANA.

Divers complaints and petitions which have been addressed to us by the inhabitants of Opelousas, Attakapas, Natchitoches and other places of this province, joined to the knowledge we have acquired of the local concerns, culture and means of the inhabitants, by the visit which we have lately made to the German Coast, Acadian Coast, Iberville and Pointe Coupee, with the examination we have made of the reports of the inhabitants assembled, by our order, in each district, having convinced us that the tranquility of the said inhabitants, and the progress of cultivation required a new regulation, which should fix the extent of the grants of lands, which shall hereafter be made, as well as

*Louisiana Law Journal I, Part 2, p. 61, August, 1841.

the enclosures, cleared lands, roads and bridges, which the inhabitants are bound to keep in repair and to point out the damage by cattle, for which the proprietors shall be responsible. For these causes, and having nothing in view but the public good, and the happiness of every inhabitant, after having advised with persons well informed in these matters, we have regulated all those objects in the following articles:

1. There shall be granted to each newly arrived family who may wish to establish itself on the borders of the river, six or eight arpents in front, (according to the means of the cultivator,) by forty arpents in depth; in order that it may have the benefit of the cypress wood, which is as necessary as it is useful to the inhabitants.

2. The grantees established on the borders of the river shall be held bound to make, within the three first years of possession, levees sufficient for the preservation of the land, and the ditches necessary to carry off the water. They shall, besides, keep the roads in good repair, of the width of at least forty feet between the inner ditch which runs along the levee, and the barrier, with bridges of twelve feet over the ditches which may cross the roads. The said grantees shall be held bound, within the said term of three years' possession, to clear the whole front of their land to the depth of two arpents; and in default of fulfilling those conditions, their lands shall revert to the King's domain, to be granted anew; and the judge of each place shall be responsible to the governor for the superintendence of this regulation.

3. The said grants can neither be sold nor alienated by the proprietors, until after three years possession, and until the above mentioned conditions shall have been entirely fulfilled. To guard against every evasion in this respect, the sales of the said lands cannot be made without a written permission from the governor general, who will not grant it until, on strict inquiry, it shall be found that the conditions above explained have been duly executed.

4. The points formed by the lands on the Mississippi river, leaving in some places but little depth, there may be granted, in these cases, twelve arpents of front; and, on a supposition that these points should not be applied for by any inhabitant, they shall be distributed to the settlers nearest thereto, in order that the communication of the roads may not be interrupted.

5. If a tract belonging to minors should remain uncleared, and the levees and the roads should not be kept in repair, the judge of the quarter shall inquire into the cause thereof. If attributable to the guardian, he shall oblige him to conform promptly to this regulation; but if arising from want of means in the minors, the judge, after having, by a verbal process, obtained proof thereof, shall report the same to the governor general, to the end that the said land may be sold for the benefit of the minors, (a special favor, granted to minors only;) but if no purchaser shall, within six months, be found, the said land shall be conceded gratis.

6. Every inhabitant shall be held bound to enclose, within three years, the whole front of his land which shall be cleared; and for the remainder of his enclosure he will agree with his neighbors, in proportion to his cleared land and his means.

7. Cattle shall be permitted to go at large, from the eleventh of November of one year, to the fifteenth of March of the year following; and at all other times the proprietor shall be responsible for the damage that his cattle may have done to his neighbors. He who shall have suffered the damage may complain to the judge of the district, who, after having satisfied himself of the truth thereof, shall name experienced men to estimate the value of the same, and shall then order remuneration without delay.

8. No grant in Opelousas, Attakapas, and Natchitoches shall exceed one league in front by one league in depth; but when the land granted shall not have that depth, a league and a half in front by a half a league in depth may be granted.

9. To obtain in the Opelousas, Attakapas, and Natchitoches a grant of forty-two arpents in front by forty-two arpents in depth, the applicant must make it appear that he is possessor of one hundred head of tame cattle, some horses and sheep, and two slaves to look after them; a proportion which shall always be observed for the grants to be made in the said places, but none shall ever be made of greater extent than that declared in the preceding article.

10. All cattle shall be branded by the proprietors; and those who shall not have branded them at the age of eighteen months can not thereafter claim any property therein.

11. Nothing being more injurious to the inhabitants than strayed cattle, without the destruction of which tame cattle can-

not increase, and the inhabitants will continue to labor under those evils of which they have often complained to us; and considering that the province is at present infested with strayed cattle, we allow to the proprietors until the first day of July, of the next year, one thousand seven hundred and seventy-one and no longer, to collect and kill, for their use, the said strayed cattle; after which time they shall be considered wild and may be killed by any person whomsoever, and no one shall oppose himself thereto, or lay claim to any property therein.

12. All grants shall be made in the name of the King, by the governor General of the province, who will, at the same time appoint a surveyor to fix the bounds thereof, both in front and depth, in presence of the ordinary judge of the district, and of two adjoining settlers, who shall be present at the survey. The above mentioned four persons shall sign the process verbal which shall be made thereof, and the surveyor shall make three copies of the same; one of which shall be deposited in the office of the escribano of the Government and Cabildo, another shall be delivered to the governor general, and the third to the proprietor, to be annexed to the titles of his grants.

In pursuance of the powers which our lord the King (whom God preserve) has been pleased to confide to us, by his patent issued at Aranjuez, the 16th April, 1769, to establish in the military, the police, and in the administration of justice, and his finances, such regulation as should be conducive to his service and the happiness of his subjects in this colony, with the reserve of His Majesty's good pleasure, we order and command the governor, judges, cabildo, and all the inhabitants of this province, to conform punctually to all that is required by this regulation.

Given at New Orleans, the 18th February, 1770.



PUBLIC EDUCATION IN NEW ORLEANS IN 1800

A Frenchman naturalized as a "Vassal" of Spain produces his naturalization papers and seeks permission to open a School for Higher Education in New Orleans in 1800.

By HENRY P. DART

In the middle of the first year of the 19th Century a wandering French scholar presented himself before Don Nicolas Maria Vidal, political governor ad interim of Louisiana and prayed for authority to open in New Orleans "a house of education" wherein he proposed to teach not only the lower but the higher grades as well.

This simple request was granted but preliminarily it was enmeshed in the red-tape procedure of the Spanish System and to this formalism we owe a quaint little story that really needs no introduction because it is so well told in the documents printed herewith, but we cannot let the occasion pass without calling special attention to some features of the transaction.

The applicant, Don Luis Francisco Lefort was a native of France, an educator who says in his petition he had exercised his profession "for more than fifteen years to the satisfaction of those who had given him their confidence." He further avers that in order to "exercise" his profession in this Spanish Colony, he "has to prove that he is a vassal of His Majesty and that he professes the Catholic Religion." To establish this he presented the certificates of his naturalization as a Spanish subject executed at Port au Spain in the Island of Trinidad in December, 1786.

This document is the first of its character found in our records and it is worth studying in connection with the immigration policy adopted later on by Spain in her futile effort to attract emigrants to Louisiana after Galvez' conquest of British West Florida.

This particular proceeding was had before "Senor Don Joseph Maria Chacon, Colonel of the Royal Armies, Governor and sub-delegate Intendant and Judge of the Royal Patrimony for the King Our Lord" in the Island of Trinidad and the affair is sur-

rounded by many formalities in which the Governor, his legal adviser, the priest and other officials have a share, and each is duly compensated by a taxation of costs on the applicant. The gift (or extension) of citizenship is however a very limited one. The act of naturalization issued by the Governor says:

"I declare and do declare him as one of the vassals of His Majesty in this Island and order and do order all courtesies that are conceded to all Roman Catholic strangers who may wish to establish themselves here, be applied to him."

This ceremonious proceeding benefitted the Governor, Auditor, Priest, Escribano and tax appraiser of Trinidad to the tune of 150 reales, but Don Louis Francisco Lefort was able to sustain it, for he declared in his application that he brought with him to Trinidad on the 9th day of December, 1786, a "wife and twenty thousand pesos" and having "promptly made ready to take the oath of fealty and vassalage" the Royal Governor and his suite moved "promptly," that is to say, on the 20th day of the same month, to admit the man, his wife and his fortune to the privileges of Spanish Vassalage at the price of 150 reales.

With this document as his shield, Lefort entered New Orleans fourteen years later and presented the petition to the Political Governor of Louisiana that we print herewith. He seeks the right to teach school here not only on his own merits as a teacher, but because his proposed "house of education" would be an object of much public utility, for says the petitioner, "it seems that up to now this City had no other schools than those for first letters and that the opportunities are still lacking to give a more perfect education to the young people."

Besides the qualification of fifteen years of service in the profession of teaching, Don Luis Francisco Lefort alleged he was the author of an English and a French grammar "which he composed and had printed first in London and afterwards in Baltimore."

One would have thought the learned scholar needed no further recommendation or examination, but that was not the way of our rulers in that day. Don Lefort was accordingly referred by the Governor to "Don Andrew Lopez de Armesto, Director of the Royal Schools," who in due course files a report in which he concisely and learnedly affirms that "the knowledge of languages,

parts of mathematics and the rest which the petitioner proposes to teach are of the greatest usefulness."

The Director further reports (evidently after having examined Don Lefort) that he has "been employed in an Academy or College accredited to Baltimore whose Director or Principal is a clergyman much esteemed by the Bishop Senor O. Carol." For this and other reasons given by the "Director of the Royal Schools" he is of the opinion that Lefort "can be permitted."

Following and approving this finding of the Director, the Governor issues a favorable judgment "the license for which he has petitioned has been conceded to him in order to start a public school in this City with the object to teach the Latin, English and French languages and the parts of mathematics and the rest which he stipulates in his memorial," but this is to be conducted under the supervision of the learned Senor Director (Armesto), who is entrusted "to watch over its fulfillment as also that a Christian and polite education be given to the pupils as is suitable to them."

As in the case of his naturalization in Trinidad so here Don Luis Francisco Lefort was duly assessed by the Governor and his officials, 6 reales to the Governor, 33 reales to Pedesclaux, 33 reales to Quinones and 10 reales to Derbigny.

At the date of this application (1800) New Orleans had received a considerable addition to its population, among whom were many transient and permanent immigrants from the United States. Spain had been following a vacillating policy as to these last, but on the whole was not averse to their presence. Under such conditions, it is a curious addition to our knowledge of that era, that public education was at the low ebb recited in Lefort's petition and that the authorities nevertheless insisted in this case that a school described in the Governor's Order as public should be conducted only with official supervision and under limited freedom of religious thought.

THE DOCUMENTS

THE	YEAR	1800
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Luis Francisco Lefort petitions for a permit to establish a house of education in this city to teach there The First Letters, Grammar, universal and particular. The Languages, Latin, French and English, Arithmetic, Elemental Astronomy, Geography, and History.

No. 339.

Court of Acting	Notary
Political Governor.	Pedesclaux.

(Translated from the original text in the Spanish Judicial Archives of Louisiana at the Cabildo, New Orleans)

By LAURA L. PORTEOUS

I

THE PROCEEDINGS IN NEW ORLEANS

Señor Political Governor.

Don Luis Francisco Lefort, recently arrived in this city, to Your Lordship with the greatest respect he can show, having resolved on the counsel of his friends to go to this Province to establish in this capital a house of education, a profession that he has exercised for more than fifteen years to the satisfaction of those who have given him their confidence, he hopes it will please Your Lordship to concede him not only the suitable permit, but also your protection for an object of so much public utility.

It seems that up to now this city had no other schools than those for first letters and that the opportunities are still lacking to give a more perfect education to the young people. This is, Sir, the object to which this establishment is directed, which the exponent intends to make.

It is proposed (and already he has so carried it out in other parts) to teach in his house, besides the first letters, universal and particular grammar, the languages, Latin, French and English, arithmetic in all its parts, algebra, geometry, elemental astronomy, geography and history.

As the first step to obtain the license which he petitions the exponent has to prove that he is a vassal of His Majesty and that he professes the Catholic Religion, he presents to Your Lordship, here attached the certified copy of the proceedings which he prosecuted before the Señor Governor of the Island of Trinidad in order to be naturalized in Spain.

Also to better prove that for many years he has dedicated his time to study and teaching of the languages, there accompanies (this) two examples of an English and a French grammar which he composed and had printed first in London and afterwards in Baltimore.

In view of these documents and of what I have exhibited before, I pray it please Your Lordship to admit me for such a vassal of His Majesty and concede me the license which I ask. It is grace which I hope from the well known equity of Your Lordship and from noted zeal with which you promote whatever can contribute to the public good.

New Orleans, 9th of June of 1800.

L. F. J. Le Fort.

(The foregoing petition) having been presented with the documents to which he refers, let the Señor Director of schools of this city be notified.

Paraph. of Nicolas Maria Vidal.

Provided by Señor Don Nicolas Maria Vidal Chavez Echavarry de Madrigal y Valdez, Lieutenant Governor and Auditor of War of these Provinces of Louisiana and West Florida, Political Governor of them, ad interim, Royal Vice-Patron and Sub-delegate Judge of the Royal Revenue of the Post-Offices for His Majesty who paraphed it in New Orleans on the seventeenth of July of the year one thousand eight hundred.

Pedro Pedesclaux
Notary Public.

Notifi-
cation.

I certify in New Orleans on the said day, month and year I made known the foregoing decree to Don Luis Francisco Lefort.

Quiñones
Notary.

Communi-
cation.

I certify on the said day, month and year I informed Don Andres Lopez de Armesto, Director of the Royal schools of the foregoing decree.

Quiñones
Notary.

Señor Governor.

The knowledge of languages, parts of mathematics and the rest which the petitioner proposes to teach are of the greatest usefulness: it would be very advantageous if this public could obtain the benefit that must be expected from such an Institute, should it become permanently established. It is evident to me that the petitioner has been employed in an Academy, or College accredited to Baltimore, whose Director or Principal is a clergyman much esteemed by the Bishop, Señor O-Carol (John Carrol.) who went to Havana to establish a house of education under the same principles. He shows proof of his aptitude in the grammar which he presents printed in London and re-printed in Baltimore in order to facilitate the knowledge of the French language to the English; in this virtue I am of opinion that he can be permitted (to open his school) upon this Your Lordship will decide what your superior justice and well known talent will advise, determining what must be for your best pleasure.

New Orleans 23rd. of July of 1800.

Andres Lopez Armesto.

Judgment and whereas: Attentive to Don Luis Francisco Le Fort's request it is evident that he has taken a suitable oath of fidelity. The license for which he has petitioned has been conceded to him in order to start a public school, in this city, with the object to teach the Latin, English and French languages, and the parts of Mathematics and the rest which he stipulates in his memorial, for the utility and benefit that can result to the public as the Señor Director explains in his information, to whom it is entrusted to watch over its fulfillment as also that a Christian and polite education be given to the pupils, as is suitable

to them. Let the printed matter be returned to the petitioner which he has presented so that he may make advantageous use of them. And let him be given the certified copy that he has asked of this proceeding for the purposes that may be favorable to him, paying its dues and those caused in the actuation.

Nicolas M. Vidal.

Provided by Señor Don Nicolas Maria Vidal Chaves Echavarry de Madrigal y Valdes, Lieutenant Governor and Auditor of War of these Provinces of Louisiana and West Florida, Political Governor of them, ad interim, Royal Vice-Patron and Subdelegate Judge of the Royal Revenue of the Post-Offices for His Majesty who signed it in New Orleans on the twenty fourth of July of the year one thousand eight hundred.

Pedro Pedesclaux.

Notary Public of the Government.

**Notifi-
cation.** I certify in New Orleans on the said day, month and year I made known the foregoing act to Don Luis Francisco Le Fort.

Quiñones
Notary.

**Communi-
cation.** I certify on the said day, month and year I communicated the foregoing act to Señor Don Andres Lopez de Armesto, Director of the Royal Schools, in person.

Quiñones
Notary.

**Receipt
for the
Printed
Matter.** In the city of New Orleans on the same day, month and year, before me, the Escribano and witnesses, appeared Don Luis Francisco Le Fort and he said that he has received from me, the said Escribano, the two printed (books) which he had presented in these proceedings; for which he voluntarily acknowledges as received and grants a receipt in due form and he signed it the witnesses being Don Pedro Francisco Roze (Ross) Don Fernando Percy, Don Celestino Lavergne, here present. To which I certify.

L. F. J. Le Fort.

Before me
Esteban de Quiñones
Notary Royal.

Note: I certify that I drew up a certified copy of these proceedings on eighteen pages* and delivered it to Don Luis Francisco Lefort.

Pedesclaux.
Notary.

Received 6 reales for my fees

Vidal's paraph.

Received 33 reales fees for Pedesclaux

Unknown paraph, of Pedesclaux' agent.

Received ten reales.

L. Derbigny.

Received 33 reales

Quiñones' paraph.

II

THE PROCEEDINGS FOR NATURALIZATION IN TRINIDAD

Seal



Six Reales.

STAMP SECOND, SIX REALES, YEAR
ONE THOUSAND SEVEN HUNDRED
AND EIGHTY SIX AND EIGHTY
SEVEN.

Señor Governor and Subdelegate Intendant: Don Luis Francisco Lefort born in the city of Roban, Kingdom of France; legitimate son of Don Carlos Lefort and of Doña Rosa Bourdau before Your Lordship according to the best practice of law appears and says: that informed of the graces which His Majesty concedes to strangers who come to establish themselves in this Island, I moved to it on the ninth day of this month and have brought with me my wife and twenty thousand pesos, and just as soon as I came to reside here I promptly made ready (to take) the oath of fealty and vassalage. May it please Your Lordship to order the rest of the proceedings put into execution that may be conducive to my purpose. Wherefore To Your Lordship I pray that thus you will provide and order it as it is from justice that I petition and I swear it is necessary &c. Luis Francisco Lefort.

*In the original record the papers of naturalization referred to in the foregoing petition precedes the petition. It was their practice to make up the record by putting the exhibits before the pleading. We have reversed this here by printing the petition first.

Let this party present his baptismal certificate, or other document that he has to credit him with being a Roman Catholic Christian and failing this two witnesses who will certify that he is. Provided by Señor Governor and Commander General who signed it with his Senor Second Lieutenant in Port of Spain on the twentieth of December of the year one thousand seven hundred and eighty six. Chacon.— Cuenca.— Before me Luis Centeno.

**Notifi-
cation.** I notified the party and to your order he said that he did not have his baptismal certificate nor other documents and that in proof he will give proper witnesses. He answered and signed to which I certify. Luis Francisco Lefort, Before me Luis Centano.

Decree. Let the proof that this party offers be admitted by Señor, my Lieutenant and done, let the order be carried out. Provided by Señor Governor and Commander General who signed with the Señor Second Lieutenant in Port of Spain on the twentieth of December of the year one thousand seven hundred and eighty six. Chacon.— Cuenca. Before me Luis Centeno.

**Notifi-
cation.** I certify I made this known to the interested party. Centeno.

**Declar-
ation.** In this Port of Spain on the twentieth of December of the year one thousand seven hundred and eighty six appeared before Señor Lieutenant of the Governor, Don Remigio Dymey (or Dimey) who before me, the Escribano, was received from him the oath which he took in conformity to law by God and the Cross under charge of which he offered to speak the truth of what he should know in that upon which he might be questioned and it being of his knowledge of what he (Lefort) presents, he said: that he knew him to have been born in the Kingdom of France, legitimate son of Don Carlos Lefort and of Doña Rosa Bourdau. That every one has known him as a Roman Catholic Christian without knowing anything to the contrary. That this is as much as he knows and the truth on his oath, that he will always say it. That he is more than twenty five years of age. I certify that he signed it with His Lordship. Cuenca, Remigio Dimey.— Before me Luis Centeno.

Other. For the same purpose appeared Don Santiago Briña-
 aigni who before me, the Escribano, was received
 the oath which he took in conformity to law by God and the
 Cross under charge of which he offered to speak the truth of
 what he should know of what he might be questioned and it
 being as the foregoing, he said: that he knew him by sight, inter-
 course and communication, born in the Kingdom of France, a
 legitimate son, That to all he is known as a Roman Catholic
 Christian without knowing the contrary that is as much as he
 knows and the truth on his oath that he will always say it. That
 he is more than twenty five years of age. I certify that he signed
 it with His Lordship. Cuenca.— Santiago Briñaigny.— Before
 me Luis Centeno.

Decree. Whereas: His Lordship holding the foregoing evidence
 as sufficient, interposed and did interpose his authority
 and judicial decree and ordered and did order that Don Luis
 Francisco Lefort be cited in order that he present himself to
 take the oath of fealty and vassalage. Let a like proceeding be
 put into execution for the Señor Priest so that he may appear.
 Provided by Señor Governor and Commander General who signed
 with the Señor Second Lieutenant in Port of Spain, on the twen-
 tieth of December of the year one thousand seven hundred and
 eighty six. Chacon.— Cuenca.— Before me Luis Centeno.

**Certifi-
 cation.** I certify that I made it known to the party cited as it
 ordered. Centeno.

Other. And I certify that I immediately cited the Señor Priest.
 Centeno.

**Oath of
 Fealty.** In this Port of Spain on the twentieth of December of
 the year one thousand seven hundred and eighty six,
 the Señor Governor being in the reception hall of his office with
 Messrs. the Second Lieutenant and the Parish Priest; Don Joseph
 Maria Angeles, Don Luis Francisco Lefort presented himself to
 whom before me, the Escribano, his oath was received which he
 took in conformity to law by God and the Cross under charge of
 which he offered to speak the truth of what he should know on
 what he might be questioned and it being how is he called, where
 born, what religion, state and profession, He said his name is
 what he has declared in his written petition, born in the Kingdom
 of France, that he professes the Roman Catholic Religion, that he
 is of the married state, and he answered. Questioned if he prom-

ises to guard the fealty and vassalage of His Majesty and to subject himself to all the laws and ordinances of the Indies. He said that he promised to guard his fealty and vassalage of His Majesty and subject himself to all the laws and ordinances of the Indies with which this act was concluded, which he signed with Their Lordships and His Honor, I certify. Chacon,___ Cuenca.___ Angeles.___ Luis Francisco Lefort, Before me.___ Luis Centeno._____

Act of Naturalization. In this Port of Spain on the twentieth of December of the year one thousand seven hundred and eighty six, Señor Don Joseph Maria Chacon, Colonel of the Royal Armies, Governor, and Subdelegate Intendant and Judge of the Royal Patrimony for the King, Our Lord, having seen these proceedings executed on presentation of Don Luis Francisco Le Fort, born in the Kingdom of France, Roman Catholic Christian as he has made it evident I say; that using the faculties that are conferred by Royal Cedula of the twenty fourth of November of eighty three and in consideration of this the above named has complied with article second of it I declare and do declare him as one of the new vassals of His Majesty in this Island and order and do order all courtesies that are conceded to all Roman Catholic strangers who may wish to establish themselves (here) be applied to him. Therefore in order that these proceedings may serve the relator a certified copy of the letter of naturalization and of all said proceedings will be given to him, likewise another copy being sent to the Royal Treasury, preserving the originals in the Archives of this Administration. For this act thus His Lordship provided and ordered and signed it with his Señor Second Lieutenant. Send this proceeding to the tax assessor. I certify, Joseph Maria Chacon, Joseph Damian de Cuenca, Before me Luis Centero._____

Notification. I certify I notified the party and delivered to him a certified copy. Centero.

Other. I certify I immediately took another (copy) to the Royal Treasury. Centero.

Other. I certify that I likewise took this proceeding to the tax assessor. Centero.

Taxation of costs in this form.....	R.
To the Señor Governor.....	18.
To the Señor Auditor.....	40.
To the Señor Priest.....	4.
To the Escribano.....	82.
To the Tax Appraiser.....	6.

 150.

These entries amounting to one hundred and fifty reales which I have taxed according to the customs current in Port of Spain, December twentieth of the year one thousand seven hundred and eighty six. Vicente (Vincente) Sanchez.

This conforms to its original which remains in the Archives of this administration from whence I have made this copy to deliver to the party. Port of Spain, December twentieth of the year one thousand seven hundred and eighty six.

IN TESTIMONY (Cross and OF THE TRUTH.
flourish.)

Luis Centeno.

Notary of the Administration.



A BOY'S RECOLLECTION OF THE WAR BETWEEN THE STATES.

By W. O. Hart.

In 1861 when the "War between the States" broke out I was almost four years of age, and therefore nearly eight years of age when the war ended, and I have a very vivid recollection of many incidents happening in the meantime, including many in the State of Alabama.

My father, Toby Hart, enlisted in the early part of the war and was sent for service to the forts below the city of New Orleans. But, having been an employer of large numbers of men, he chafed under the restraint of being in a subordinate position. Some time thereafter he obtained a leave of absence to return to the city, where he organized a company, of which he became captain. It was known afterwards as "Company E, Eighth Louisiana Battalion of Heavy Artillery." I remember distinctly when he came home and stated that he was going to organize a company, but I have no recollection of when he left the city.

My mother and I left on what I was told was the last train that went out of the city over what was then known as the Jackson railroad, now a part of the Illinois Central. This train left after General Butler had entered the city. The only other circumstance I remember in connection with this event was that I heard it said that Butler had stated he intended to hang Mumford for tearing down the United States flag from the Mint, where it had been placed by order of Admiral Farragut. I do not remember anything about the arrival of the Federal fleet, nor do I remember anything about Mumford's tearing down the flag, until I heard of the threat made by General Butler.

The train we were on stopped at Camp Moore, where my father was temporarily stationed, and at different times we stayed at Brookhaven, Jackson and Meridian. At the first named place I remember receiving from some one the first toy books I ever saw, being the story of Mother Hubbard and the story of Cock Robin, and I kept them and prized them until,

from being so frequently used and shown to my little friends, they were worn out.

Meridian, as I remember it at that time, was a place with a few log cabins, in one of which we lived for a few days. It was at Jackson that I saw men whom I was told were deserters, riding by in wagons, being taken out somewhere to be shot. I also recall some very doleful music that was played as they went along, part of which I heard at one of the performances of "The Clansman" in New Orleans a few years ago.

We finally reached Enterprise, Mississippi, where, with other officers' families, we were located in an abandoned schoolhouse. This building was so large that tents were put in it for sleeping quarters.

My father was there with his command, and there were a great many other soldiers. It was here that I saw for the first time baseball played. My father, who had been an active amateur baseball player in New Orleans, organized two teams, which played in the large grounds near the schoolhouse. I think it was while there that we made a trip to Cooper's Wells, where one day was spent in enjoyment. But, suddenly, I was told that an order had come for everybody to go to Vicksburg. Just before starting there was a grand ball given in the schoolhouse, and I was allowed to stay up and see the dancing and wait for supper. I remember distinctly the privates and others looking through the windows and other openings at the officers and ladies at the supper table. Finally, when these had finished, the others were allowed to come in, and there was plenty for all. As in the case of the great ball at Waterloo, the night before the great battle, "There was a sound of revelry by night," and everybody was gay and happy because the sound of war had not yet reached that place. There was plenty of music, and the leader of one of the bands, after the war, settled in Gainesville, Alabama, where we then lived, as I will state further on. A member of the band was a Mr. Sinclair, whom my father had known in New Orleans before the war, and whom I saw after the surrender in New Orleans, as a member of a stock company which was playing in the old St. Charles Theater. Among the members of my father's command was Mr. H. N. Ogden, who was junior second lieutenant. He afterwards became Attorney General of Louisiana. I had

the honor and distinction a few years ago of presenting to the Supreme Court of Louisiana, on behalf of his daughters, a portrait of Mr. Ogden.

At Vicksburg my mother and I occupied a tent on one of the hills, and I remember that we often saw the shells explode, though we were too far away to be in danger. My father's command planted the first gun at Vicksburg, at a point now marked by an iron tablet, erected by the United States Government. This place is below the city and near one of the railroad freight depots.

In 1909, just before the Confederate Reunion at Memphis, I visited Vicksburg to arrange for the visit of Camp Beauregard No. 130, United Sons of Confederate Veterans of New Orleans, of which I was then commandant, to attend the exercises held in connection with the unveiling of the monument to General Stephen D. Lee. As Captain W. T. Rigby, superintendent of the military park, drove me through the park, I noticed that though Mississippi and other States had small monuments or markers placed where their commands had been located during the Vicksburg campaign, Louisiana had none. I thereupon suggested to Captain Rigby that if the War Department had no objection I would erect a small monument to my father's command. Permission was subsequently given, and the monument was erected and put in place by the superintendent. This was the first monument erected in the park by a private individual. Subsequently, through the efforts of Captain Rigby and Captain Lewis Guion, of New Orleans, who succeeded General Lee on the commission, and Colonel A. L. Slack, of Tallulah, Louisiana, who had been in the Vicksburg campaign, all the Louisiana commands who took part in the campaign are now commemorated by small monuments given by individuals, or built from a fund subscribed by private parties and by appropriations of the City of New Orleans and the police juries of Louisiana.

On October 18th, 1920 the beautiful Louisiana monument in the park was unveiled, dedicated and delivered by the Governor of Louisiana to the National Commission. Subsequently portrait tablets of Captain Guion and my father were placed in the park. I was a member and secretary of the Louisiana Commission which built the monument.

My father was suddenly ordered away from Vicksburg to Selma, on some special service, and, therefore, did not surrender to Grant. We traveled very slowly across the country in an ox wagon, and it took us several weeks to get to our destination. I remember that we passed through one abandoned town, I think it was either Mount Carmel or Monticello, where there was not a person living, and the only living things we saw in the place were some goats. The men had gone to war and the women and children were elsewhere. We had no trouble getting food and shelter at the farm-houses along the way until we finally reached Selma. With us were an elderly lady and gentleman, whose names I do not recall.

At Selma I passed my sixth birthday. There I heard for the first time of Fenner's battery, but I afterwards heard it spoken of so many times that I thought everybody knew of it. In Selma my father was taken sick, and was relieved from active service for a short time and sent to Demopolis as provost marshal.

For a time we stayed with a Mrs. Lattimore, whom I well remember calling "Mrs. Latticeworks." But my father being ordered to the front, we separated, and I did not see him again until the next year. From Demopolis my mother and I went to Mobile. I do not recall where we took the train, but I remember that we slept on iron rails during the trip. At Mobile we embarked for Montgomery on a steamer, which I was told was loaded with gunpowder. I remember distinctly that the doors of the state-rooms were left open to facilitate the escape of the passengers should anything happen. At Montgomery I saw snow for the first time.

Next, we went to Cahabaw, Alabama, which was then a flourishing place, and I was told that it had been the capital of Alabama, but I believe is now totally abandoned. We then went to Gainesville, Alabama, arriving there, as near as I can recall, in the winter of 1863. We remained there until just after the presidential election of 1868, when we returned to New Orleans, permanently to reside. Several times my father came over for a day or two. He surrendered at Meridian and soon thereafter came home to Gainesville. I have no recollection of hearing anything said about the fall of Vicksburg, nor of the surrender of General Lee, nor of the assassination of President Lincoln, but I remember hearing people talk of the fall of Port Hudson, which occurred soon after the fall of Vicksburg, while I was at Demopolis. While

living in Gainesville, when it was expected that Mobile was about to fall, there was established in our house a printing office, where a newspaper was published by the owners of some paper in Mobile. After the supply of paper they had brought with them was exhausted, and the small amount that was in the town had been used, they began to publish their newspaper on wall paper and kept it up until the end of the war. The poem by George McKnight, who wrote under the nom de plume of "Asa Hartz," beginning,

"My love reposes on a rosewood frame,
A bunk have I,"

was printed for the first time in one of these wall-paper editions.

Gainesville before the war, and during the war, was a flourishing town and a great shipping point. The boat trade on the Tombigbee river to Mobile on the South, and Columbus on the North was very large, and I saw many boats on its waters during the war, but I can recall the names of only two of them—the "Admiral" and the "Jefferson Davis." There were many large stores there, and a short railroad connected the town with the Mobile and Ohio railroad at a place called Gainesville Junction. The place was frequently visited by large bodies of Confederate troops, and many times prisoners were brought in to be taken to other points for exchange or confinement.

At one time there occurred what was called by the people "Grayson's Raid," though the name of the leader of the raid was General Grierson. I think he was from Missouri, and have read that he died recently. I remember the cloud of dust as the cavalry came into the little town. They did not stay very long, because, I suppose, they were afraid of the Confederate troops which were in the neighborhood. They burned the telegraph office, tore up part of the railroad tracks and carried off all the horses they could find. As far as I can remember, no damage was done to private property. But I recall that several times afterwards, when it was reported that the raiders were coming back, we buried all our silverware in the yard, as many other families did.

For many years prior to his death, nearly thirty years ago, there lived in New Orleans a lawyer, Judge Henry Heidenhain by name, who had served in the Union army. I became very intimate with him, and on my telling him some of my war experi-

ences in conversation one day, I found that he had been one of the raiders. A great many Confederate soldiers surrendered at Gainesville at the end of the war, and some of them are now living in New Orleans. Among those who surrendered were the late venerable Confederate Chaplain, Rev. A. Gordon Bakewell, of New Orleans, who was also, as he told me some years ago, on the same train on which my mother and I left the city, and Mr. Morde Mallett, Financial secretary of the Army of Tennessee, and Mr. W. H. Pascoe, an intimate of the Soldiers' Home. A large Federal garrison was established in Gainesville after the war, and remained there for many months. It was not long after the surrender before United States money again became current in the little town. A good many of the stores, particularly the large store of Russell & Dunlap, which I well remember on Main street, had a large stock of goods, and the sale of this stock and of the country produce to the soldiers kept the town moving. In addition to that, Colonel R. G. McMahon, proprietor of the American Hotel, and one of the leading citizens of the state, issued a "shinplaster" currency, which circulated freely, and, I believe, every dollar of it was redeemed.

Soon after the war my father returned to New Orleans to see if he could find anything of what he had left behind; because when my mother and I went out of the house, on Camp, near Jackson street, which is still standing, we, like many others, left as if for a visit and took nothing with us except some clothing. But, of course, everything had disappeared. All that he recovered was a few family pictures, one of them of my father, which was taken about the time I was born, and of which I am still the happy possessor.

He was absent on the Fourth of July, 1865, and on that day the Federal officers in the town gave a grand dinner, and little boy that I was, they had me there. I feel compelled to say that I was always a great favorite with the soldiers of both armies, and this invitation resulted from that fact. When my father returned and found out that his only child, on the Fourth of July, of all days, had taken dinner with "Yankee" soldiers, as all called them at that time, I recall that he cried like a baby. But, of course, long before his death, which occurred in December, 1907, he felt, as do all true Southerners, that the Union soldier is entitled to just as much credit for what he did as the Confederate

soldier. Many a time I saw enough and heard enough of the horrors of war never to want to see another conflict.

In 1867 my mother and myself returned to New Orleans for a short visit, and, of course, things in a big city were quite a revelation to me, for I had little memory of the city before the war; and I was certainly very glad to return to New Orleans, in 1868, to permanently reside. Since then I have been almost around the world, and I have said many times that I wanted to go back to Gainesville to see the place, but I never went, though only a short distance away. My esteemed friend, Mr. W. S. Benedict, an eminent lawyer of New Orleans, who died a few years ago, told me that he was born in Gainesville; so he and I had planned a trip together to the old town; but he died.

I was unable to go to Gainesville until last October, when being in Tuscaloosa, Alabama, a short distance north of Livingston, I took the train for that place and after a seventeen mile auto ride over a good road, I reached Gainesville, Livingston being the nearest railroad point. But the glory of the town has departed. The little railroad is gone and no more steamboats ply on the river. The splendid block stores which was there in my time have all been destroyed by fire and the large American Hotel, the pride of the neighborhood, collapsed from age and nothing has been built to take its place. There are a few clapboard stores but nothing indicating progress or improvement. Strange to say, some gentleman has built a mansion on the outskirts of the town and it is decaying.

I found three buildings there that I remembered, the house we lived in, now abandoned, the Masonic Hall, also abandoned, and the Presbyterian Church which we attended, still remaining in use. I was fortunate to meet two residents of old Gainesville, the Misses Bell, two aged ladies, who, when I lived in Gainesville, were little girls, the Bell twins, as they were called, as they played around the hotel kept by their grandfather, Colonel McMahon. They were so much alike that none but their immediate family could tell them apart. A pleasant hour was spent with them going over old times, because as soon as I told them who I was, a flood of recollections came back to them. I hope to visit them again.

A few years ago, Mr. John C. Stillman, then of Birmingham, Alabama, and now deceased, called to see me in New Orleans.

He and I were boys together in Gainesville, but he was now very much aged and it was hard to realize as I sat and talked to him that we were of the same age.

While I feel that the foregoing account cannot prove of much interest, it has been a pleasant task for me to write it. I have often intended to do so, and I am glad of the opportunity which now presents itself. What I have stated represents entirely personal recollections. I could add much more if I were to put in my impressions, or what was told to me by others; but, as you will see, I have confined myself entirely to personal recollections, and they may have some value, as representing the part of the war which a little fellow saw.



GEORGE WILKINS KENDALL AND THE FOUNDING OF THE NEW ORLEANS "PICAYUNE"

By JOHN S. KENDALL

In 1837 New Orleans had a population of not more than 70,000 souls. It was, however, one of the most important news-centers in the United States. As the second largest port in the country, what happened on its busy wharves or in its crowded banking-rooms was of interest in a dozen remote sections of the globe. Moreover, New Orleans was in touch *via* the Mississippi and the vast network of tributaries of the great river, with practically every part of the Mississippi Valley. Much of the news which found its way out from that immense region was brought down to the city by the keel and flat-boats from Tennessee, Ohio, and other points on the then far-off frontier. New Orleans was also the closest American city to Mexico and the Antilles on the South, and to Texas on the West. The most direct and speedy channels of communication with those countries, of intense interest, political even more than commercial, to the people of the whole United States at that moment, converged at New Orleans.

All of these facts gave prestige to the newspapers then published in the city. They also made the Louisiana capital an attractive field in which to launch fresh journalistic enterprises. At the beginning of the century party politics as we now understand the word had little significance in local affairs. But beginning about the year 1828 there had sprung up a very bitter feeling on the subject. The newspapers ranged themselves upon opposite sides—Whig or Democrat, as the case might be. The *Bee*, for instance, was a staunch exponent of Whiggery, while the *American*, from its office on Chartres Street, next door to the *Courier*, was an active and truculent advocate of "locofocoism." The *Advertiser*, at the corner of Conti and Chartres, and the *Bulletin*, which had its editorial rooms in Gravier Street, were also aggressive party organs. There was, obviously, room for a publication of a conservative character, which, even when taking a definite position upon current political issues, would cultivate a genial and conciliatory attitude. The opportunity was perceived by two young men, George Wilkins Kendall and Francis Asbury Lumsden, and led to the establishment by them of the *Picayune*, the first New Orleans newspaper to become of international importance.

Kendall and Lumsden were both remarkable personalities, the former especially so. Kendall was a native of the little village of Mount Vernon in New Hampshire. He was of Puritan stock. His pregenitors came from England with Governor Endicott in 1628. His father, Thaddeus Kendall's ancestors were among the first settlers in Woburn, Mass. Those of his mother, Abigail Wilkins, first established themselves in Massachusetts, but later removed to New Hampshire. Mount Vernon was then a struggling village of only some scores of inhabitants, situated a few miles from Amherst, where in the same year in which George Wilkins Kendall was born, 1809, Horace Greely, another famous journalist, also saw the light for the first time.

The hard conditions under which the New England farmer-boy grew up in those days had a great effect in molding the rugged characters of both Greely and Kendall. In the latter's case, these hardships were perhaps even more severe than usual; for as a rule the one extravagance permitted in a New England household was the provision made for the education of the children; but in his case, the family's resources were too limited to permit his attending college, and all the formal training that he received was acquired in his little home town. But Kendall was one of those rare spirits who absorb an education from their environment. Like many others who rose to eminence in the newspaper profession in the first half of the nineteenth century, he began life as an apprentice in a newspaper office. Here his power of observation and judgment helped him rapidly to perfect his defective literary equipment; he became ultimately a man of great culture, a fluent and graceful writer, and a historian of real merit.

During his formative years he was employed in many different parts of the country. In New York City he was associated at the case with Greely; in Washington he worked in the office of Gales & Seaton's *National Intelligencer*; and set type on Duff Greene's *United States Telegraph*. In Mobile he was employed on Thaddeus Sanford's *Register*. He seems then to have drifted back to New York and was there when the great outbreak of cholera occurred in 1833. Kendall had a wholesome fear of the disease. As soon as it appeared, he took a ship for New Orleans. This was a fateful move on his part; thereafter, his life was to be identified with the South and Southwest.

Kendall was twenty-five years old when he landed in New Orleans. He at once found employment on the *True American*. After two years service at the cases, he was made foreman of the composing room. At that time Lumsden held a similar position on the *New Orleans Standard*. He and Kendall were old acquaintances; they had worked together in the *National Intelligencer* office in Washington; their tastes were congenial; and each had a remarkable faculty for making and retaining friends. As working newspapermen, both Kendall and Lumsden were interested in the experiment of the cheap daily, just being attempted in New York by the *Sun* and in Philadelphia by the *Ledger*, and it was quite natural that they should discuss with each other the idea of inaugurating in New Orleans a similar publication. At that time none of the New Orleans papers charged less than ten cents per copy. A daily publication sold at a lower price ought, obviously, to stand a chance of success. The name which they decided to give their publication shows how much they appreciated this fact. It was to be *The Picayune*, an anglicised form of the Spanish word "picayon," then in use in New Orleans to designate the smallest current coin. The "picayon" was originally a piece of silver money worth half a "real," or about six and a quarter cents. The Americans had taken it over as the name of the silver half-dime, but it was also used to designate a purely hypothetical coin which, if existant, would have been worth exactly six and a quarter cents, and which would have been just half of a *bitt*, or one-quarter of a silver 25-cent piece.

The first number of the *Picayune* appeared on January 25th, 1837. It contained a salutatory written by Kendall, which was characteristic of the man and anticipated in style much which was afterwards printed in the paper:

To the public: In selecting our title, we intend the word to have a double application, as to its limited dimensions and demands.

Man wants but little here below
Nor wants that little long.

Some may object to our Anglo-Spanish spelling of the title, and call for the derivation; but when we exchange *our* picayune for *your* picayune, and we *derive a profit*, it will be time enough to *touch the Spanish*. Editors are often tempted by the Devil to do strange things, and *diabolus ad typo*, puffed up with technicality and temerity, sug-

gested the title of the *small pica-yune* as a *demon-stration*. But the Devil was cast out; and what is most extraordinary, the office was *too hot* to hold him.

After holding a levee by the *picayune* tier—(which *picayune* tier is held by the Levee)—and struck with admiration as we beheld the graceful model, the tall and tapering spars, and the rakish rig of a beautiful privateer schooner that floated like a feather down the silver stream, we concluded to launch a literary craft of the same class. The *Picayune* will be built of the best material, but instead of being copper-fastened she will be *leaded*. The mercantile community will find it advantageous to ship their advertisements by our clipper, as her light draught will enable her to work in shoal water, and form *channels* of communication with those who do not object to a *picayune*, but will not give a *bitt* more. To the politician we predict a calm. But should the tempest of party ever wreck the *Picayune*, she will never hoist a signal of distress by an attempt to *put down Union*! To those fanatical pirates who cruise under the *black flag*—who oppose slavery because they themselves are the slaves of ignorance and superstition—who pretend to rub clean the upper decks of their neighbors with a *holy stone*—we say, Look out for our *Long Tom*! To hotel-keepers we recommend the *Picayune*. In every engagement her commander will be first to lead the *boarders*. To heads of families the trim appearance of our craft will be an object of interest. Most married folks have experienced the effects of *light sparring*. We shall endeavor to make those smugglers, the bachelors, heave to—show them the advantages of the proper "*companion way*," recommend a double state room, with *births*, etc. We shall send our boat aboard theatricals, and other amusements; those pretty pleasure boats which make our passage way over the lake of life so delightful. Dancing we shall especially encourage, as we conceive that the safety of the vessel often depends upon keeping *both pumps going*. In conclusion, we beg leave to say the *Picayune* is calculated to carry a press of sail, should it be warranted by a *sale* from the *press*. We shall therefore endeavor to *raise the wind* and *go ahead*!

Probably no important newspaper was ever started on smaller capital or with more insignificant facilities than the *Picayune*. The birthplace of the paper was No. 38 Gravier Street, near Magazine, in a one-story brick building opposite Banks Arcade, which long ago disappeared. The room in which the first number was edited and made-up was about fourteen feet square, with two "door-windows," the upper part glass and the lower part wood. These gave the necessary light.

The material and outfit comprised part of a font of minion type, amounting to about five hundred pounds; four or five "composing sticks," three stands, five pairs of cases, including italic; two or three fonts of display type with their cases, an imposing stone, a pair of chases with their furniture, eight or ten galleys, a pair of bellows, a washbasin and a broom. There was likewise a small table for editorial purposes and one for the office books, also two chairs for the proprietors. The entire force besides Lumsden and Kendall consisted of H. L. Kelcey, Wm. H. Flood and Wm. H. Birckhead. There was no press. The press work was done elsewhere. For the first two numbers the press work was executed by Lumsden in the job office of George Short, at the corner of Camp and Common Streets, and after that it was performed at the office of the *True American* on Natchez Street. One of the men who helped on the press-work was Richard P. Giles, a South Carolinian, and brother-in-law of William Gilmore Sims, the novelist. Giles afterwards settled in Mobile, where he died. The rest of the press-work was handled by Theodore Dietz, an employee of the *True American*.

There were separate cases for Flood and Birckhead. At the other Lumsden and Kendall alternated as their multifarious other duties permitted. For the other regular printer, Kelcey, there was made out of an empty dry-goods box a stand upon which the type-cases could be placed. Flood, Birckhead and Kelcey were worthy of one another. The first-named was from Darke County, Ohio. His father was an Irishman by birth, but represented that county in the State legislature for one or two terms, and an elder brother rose to be speaker of the Ohio House of Representatives and afterwards United States minister to the Republic of Texas. Flood died a short time before the outbreak of the Civil War, after nearly twenty years of service with the *Picayune*. Birckhead was from Baltimore, where his uncle, Hugh Birckhead, was a prominent merchant. When a small boy Birckhead lived in Washington and was at one time a page in Congress. It was in Washington that he learned the printing business, as an apprentice in the office of L. A. Besancon. He came to New Orleans in 1836 and found employment first in the *Standard* office. He did not remain there long. In 1849 he was in San Francisco, as foreman of the *Herald*, and then went to New York, where he became Commissioner of Streets. Eventually he returned to San Francisco and was for some years at the head of the mechanical

department of his old paper, the *Herald*. Kelcey came from Hartford, Conn., and was brought up to the printing business, beginning in 1829 as an apprentice in the office of the *New England Review*, a paper published by Lord & Hanmer, and edited by the celebrated George D. Prentice, whose name will always be associated with that of Henry Clay and the *Louisville Journal*. Kelcey first tried his fortune in the West. He was employed on the *Illinois Champion* in 1834, and on the *Missouri Argus*, in St. Louis, in 1835. In 1836 he came to New Orleans, and entered the office of the *Standard*, then located at 72 Camp Street. That building was burned in January, 1837, and no attempt being made to resume the publication of the paper, Kelcey was glad enough to be invited to join the staff of the *Picayune*. With one or two intermissions, when he went back to St. Louis, Kelcey remained on the *Picayune* down to his death, about the year 1890.

The success of the *Picayune* was so great that, about a month after the appearance of the little four-page folio, the proprietors had to cease work at the case, and devote all their time to the other departments of the business. A man named Hull was then employed to take their place as printer. The circulation of the paper soon justified the purchase of a printing-press. This was an old-fashioned "Washington" press. Frank McKeon, a native of New York City, was engaged to operate it. Besides those mentioned, there were a number of other persons connected with the enterprise in one way or another, among them Henry J. Finn, an actor—"an excellent low-comedian"—whose wife was related to Lumsden's first wife. Finn wrote frequently for the paper in its early days. Four months after the *Picayune* came into existence Kendall had to go North on business, and a young man, C. S. Smith, was employed to assist in the editorial work. Smith held this position only temporarily. He was accidentally killed a few years later while hunting near Lake Providence, La.

Such was the birth of the *Picayune*. It is said that the entire outfit of material at the beginning of the paper was not worth more than \$400, and a part of it was bought on credit. The first issue was a four-column folio, 11 by 14 inches in size. The subscription price was \$2.50 for three months, or 25 cents per week, single copies, 6¼ cents. The advertising rates were modest—notices not exceeding ten lines cost one dollar, with 50 cents for each succeeding insertion. The first number of the *Picayune* was described as an "audacious little sheet scarcely

large enough to wrap round a loaf of bread, and full of witticisms as one of Thackeray's dreams after a light supper."

The *Picayune* preserved its original form during the first three years of its existence. From the standpoint of the present time, the paper in those early years lacked much of being a great metropolitan daily. "A thrill of interest, a stir of pride, a smile, a tear," is the formula for the reaction the front page of a modern daily is supposed to bring about in its reader. But what formula could have been in the minds of Lumsden and Kendall when they made up the first number of the *Picayune*? A poem seven stanzas in length occupies the principal place on the first page; and it not even good poetry at that, as witness the closing lines:

"A cunning old fellow is Winter, they say,
A cunning old fellow is he!
He peeps in the crevices day by day
To see how we're passing our time away,
And marks all our doings, grave or gay,
I'm afraid he is peeping at me."

Below appear two columns of romance, headlined "Scenes from Life," reprinted from the New York *Mirror*. It is all about young Lord D. and beautiful Rosalie and uses an enormous number of asterisks and dashes for punctuation. Thus:

"Rose trembled to the heart. Could it be possible
that he was—
"He took her hand. He kissed it eagerly. She
blushed and turned away her face in graceful
confusion * * *"

The rest of the page is taken up by the dignified advertisements of other publications: the American republication of *Blackwood's* and the *Metropolitan Magazine*, the *Saturday Chronicle* and the *American Magazine*.

Kendall, who prided himself on his wit, and who in fact invented the comic editorial paragraph, let himself out on the inside pages. Most of his jokes were prefaced by a voluminous approach full of names represented by initials. For instance:

"The other day Snodgrass was dining with his friend Joshua R— in B—e, whose little boy was rather locomotively inclined. Mrs. R— requested his father to make him stay in one place, on which Snodgrass observed: 'Impossible, my dear madam, there never was but one Joshua who could make the Sun stand still'."

or this:

"A lady lightly, sweetly fingered o'er
 The Legacy, a favorite song by Moore.
 Another lady sat reclining by
 So that a beau right opposite might spy
 A finely fashioned limb.

'Pray, sir, now do you like the legacy?'
 'Oh, ma'am,' he answered quickly full of glee,
 'I much admire the leg-I-see'."

The police news, today so important a feature of the local page of an enterprising city paper, was limited to items of which the following are examples:

"A duel took place yesterday afternoon which resulted in the death of the principals, each firing through the other's body. This is pretty sharp shooting and we think, very fair play—at least neither can say it was otherwise.

"Another stabbing scrape—last night an individual was killed by a stab with a Bowie knife somewhere on the levee. We understand that the murderer has been arrested and safely lodged in the calaboose.

"A man named Nicholas Dyer was found in the river at the foot of Poydras Street yesterday afternoon, dead. No marks of violence were found on the body. This is the second matter of the kind which has occurred within a few days."

Much of the remaining space in the paper was given over to advertising. There were theatrical advertisements, profusely sprinkled with exclamation points, of such performances as "Twice Killed," in which were billed "Mr. Keeley and Miss Melton"; "Don Juan," a pantomime "with Mrs. Lewis," also "Brown and Company's Circus," a "display ad," with a cut of three tiny horses walking across the top of the space. The same cut heads an early "want ad," which is quaintly phrased thus:

"I say, stranger, if you want your young clay-bank pacing horse, long tail, blaze face, pay for this advertisement and his keeping from Monday, 21st November, and take him. I live 11 miles north of Nashville at the place commonly called Paradise Hill, and while your hand is in I would thank you and pay you too if you will bring home my bay horse, roach black, tolerable long tail, fore-top cut off. He fell in with a company of drovers and I have not seen nor heard of him since 1st December.

"George Brown, Nashville, Dec. 9, 1837."

There was little change in the character of the news printed in the *Picayune* down to the Mexican War. Here are typical items taken at random from the files of that early period:

Yesterday afternoon a fire occurred in the vicinity of the Haunted House, above the city, which, we understand, destroyed a sawmill, besides doing other damage. Owing to the bad state of the streets, it was impossible to reach the fire with the engines.

We are informed that shots were exchanged yesterday morning between a couple of gentlemen, but without much injury; one of the participants receiving a slight wound in the right leg. The matter was then amicably adjusted.

On Monday morning a man (we believe a Spaniard) who keeps a coffee house a square or two below the railroad, was attacked by five ruffians, one of whom struck him, and upon his seizing a stick to defend himself was shot through the body with a pistol by one of the others and instantly expired. The vile wretches made their escape, and we learned that but one of them has been arrested.

The failure to mention names, locations and other particulars in these items is singularly in contrast with the elaborate treatment which such news receives at the present time.

The character of the business information given in the *Picayune* about this time may be estimated from the following extracts:

In passing 133 New Levee, I saw machinery and was induced to look in, and was informed it was Guyon's patent compound lever press for compressing cotton. Two men were working it, and compressed a bale with ease. I call it one of the wonders of the day.

The pressure in the money market continues. Several heavy failures have occurred within the last few days, one house for the enormous sum of six millions of dollars. Very little business is doing by any class of our citizens, with the exception of the firemen, who have their hands full in extinguishing the fires, which are occurring almost every hour.

The pressure is tightening. Our merchants are failing faster and faster. The suspensions come upon us in platoons. Within the last eight-and-forty hours we have been informed that some six or eight houses have gone whose combined liabilities amount to over twenty-four millions of dollars.

A friend has informed us that a number of the bakers in the city are in the habit of not baking their bread enough. This should be attended to. It is the business of the Mayor to regulate the quantity of flour to be put into each loaf, but whether his province extends to the quantity of baking it shall receive, we are not informed.

Ships Salem, Katherine Jackson, Orleans and Elizabeth Bruce still on the bar—reported by the Pilots to be in nine feet of water.

Humor was still cultivated by the editors, as attest the following paragraphs:

The rascal who deposited one of those infernal iron pipes in the gutter on Canal street, in front of Mr. Squire's store, deserves to be sent to Baton Rouge and locked up for ten years in the penitentiary. While walking hastily along, last night, we fell over this confounded iron pipe, flat on the paving stones, and cut through thick cassimere pantaloons, jeans drawers, and into one of our knees. We are quite lame. If we knew where to look for redress we would have it.

The iron pipe over which we fell the other night, which cost us a new pair of pantaloons, has been removed and thrown among its brother pipes which adorn Canal street. So much for complaining.

The New Canal—This public improvement is rapidly progressing, and is another striking proof of the enterprising spirit of some of our citizens. There are persons in our community, simple, unbelieving souls, who think that no great or lasting benefit will accrue to the city from this projected canal; but we can tell them they are mistaken. Will it not materially facilitate the intercourse between the crawfish and such like in the river and those of the swamp in the rear of the city? And will it not afford fine opportunities for carrying on the catfishery in the very heart of our city, which now employs a large number of individuals?

Abolition petitions have been presented to Congress signed wholly or in part by women. Now, had we a wife who would so far "unsex" herself as to be meddling in men's affairs; interfering by petitions and recommendations in matters of legislation and national concerns, we would say at once, "My dear, take the unmentionables."

If Mr. Keeley had possessed the foresight to have sent us his advertisement announcing his benefit for tomorrow evening, (with the usual accompanying docu-

ments)—we might possibly have said something about him. As it is, we have nothing to say upon the subject.

And here are two bits of news which sound particularly strange in the present day:

Our latest accounts from Florida are dated Jacksonville, January 28. The Courier of that place gives an account of an attack upon the house of a Mr. Sykes, by the Indians; contained himself and wife; Smiley and child, whose husband had been shot about a mile from the house, and three negro women. Mr. S., it appears, defended his place with great bravery, and succeeded in keeping off the savages, supposed to be from thirty to fifty in number. The fight continued from half-past three o'clock in the afternoon until dark, and the house of Mr. Sykes was literally cut to pieces with bullets.

It is said that Mr. Holland, one of the three aeronauts who recently made an adventurous excursion in a large balloon from London to Germany, has declared his intention of trying an aerial voyage from Ireland to America.

Aside from the interminable disquisitions on politics, we find a few editorial paragraphs of general interest, of which the following may seem as samples:

A correspondent complains bitterly of the bad management of the postoffice, and of the great difficulty of getting letters there. We would recommend that one or two more clerks be employed to attend to the numbered boxes and two or three more for the revolving boxes. The crowd in the office would not then be so great and our citizens not so liable to have their pockets rifled by the flood of pickpockets who now infest the city and who may be seen prowling about this establishment daily. Of all the crowds in the world, keep us out of those in a post-office.

The Council of the Second Municipality have passed a law to have Magazine street paved in a magnificent manner—with flat stones, to be laid edgewise. This must be an expensive mode, but it reflects great credit on the council. The improvements in this street within the last few months have added greatly to the beauty and appearance of the city. Our city is rapidly increasing in grandeur, wealth and population; and we confidently anticipate that the day is not far distant when New Orleans will stand without a rival!

The Neutral Ground, or Canal Street—When will this deserted and abandoned wild be taken up? If it is ever designed to bring it into the market, somebody—the Lord knows who—ought to look to its being cleared. Let us make one suggestion. Suppose you remove those contemptible little sycamores, and plant in their stead a row or two of China trees, which will obtain their growth in two or three years, and make this the most desirable promenade within our knowledge. The sycamore is not congenial to this soil. It will never come to perfection.

It has been said that these "breezy" editorial paragraphs were the feature which made the success of the *Picayune*. The "city officials were accustomed to deferential homage" and the *Picayune* made a stir "by printing lively sonnets about them. It dared to make jokes about sugar and cotton, it 'sneezed at tobacco.' This startling innovation caught the fancy of the people," and success was, according to the historian, thus assured. But, as a matter of fact, while its cheerful, irrelevant tone no doubt had something to do with the matter, the *Picayune* won its position mainly by adopting the policies so satisfactorily pursued by the *New York Sun*, the *Philadelphia Ledger* and the *Baltimore Sun*, eschewing party, "affirming and exercising an independence of all political factions, and giving prominence to local events, maintaining a tone of general good will, refraining from all personalities save of a kindly and complimentary sort, and from all controversies with contemporaries and individuals, and cultivating and encouraging all the local customs and institutions of the State and City." This was so much in contrast to the violently personal tone of the other newspapers of New Orleans that the *Picayune* soon became a favorite with the people.

When their professional duties permitted, Lumsden and Kendall went freely into society and were welcomed as genial and agreeable companions among all classes, and this naturally was not without its advantages to their paper. They were greatly aided by a corps of employees such as no other journal in the city had previously been able to get together. The foreman of the *Picayune's* composition room was Alexander H. Hayes, whom few men have surpassed in knowledge of his craft, in tact and general knowledge and sound judgment. For police reporter they had the services of Denis Corcoran, a writer of inexhaustible humor and skill in sketching the characters who figured in the police courts. Davis, the pressman, McLure and Maginnis in the business department, were all men of skill. The

exact, reliable, though crusty Brooks, was news editor. These, with others whose names have been forgotten, formed the staff of the *Picayune* in the 40's and 50's. Several of them died in its service after years of fruitful professional toil.

There has been no man in the annals of American journalism more distinguished than was George Wilkins Kendall. But he was something more than a successful journalist. As an author and traveler, his reputation was international. Brilliant, witty, genial, full of kindness, he was beloved by all who knew him. "In the bosom of his home, at the editorial desk, by the camp fire on the wild prairie, in the fortress-prisons of the land of the Aztecs, on the battlefield, or an honored guest of learned societies abroad, he was ever the same high-minded, unpretending gentleman, everywhere and under all circumstances in his eventful life never failing to win and keep staunch friends."

After the *Picayune* had become an established success, Kendall, who was passionately fond of adventure and physical activity, determined to make a tour of exploration through what was then the "Wild West"—Texas and New Mexico. Much of that region was an unknown land. He believed that the day would come when its vast resources of agricultural and mineral wealth would become tributary to New Orleans. He was greatly attached to the city of his adoption. He had an abiding faith in the grandeur of its destiny and desired as much as possible to assist in its development.

In 1841 an expedition started from San Antonio, Texas, for the then little Mexican town of Santa Fe. Kendall was a member of it. There doesn't seem any doubt now that this was really a sort of filibustering expedition. Governor Lamar of the then independent Republic of Texas, was its sponsor. He must have had some idea of annexing Santa Fe, for one of his proclamations contains an offer to take the people of the town under his protection if they so desired, though, if they preferred, he was prepared to enter into commercial relations with them.

Kendall, it is said, was unaware of the political and military purposes which underlay what pretended to be a commercial adventure. He had been interested in the scheme by the purchasing agent of the expedition, during a visit of the latter to New Orleans, then a sort of center for supplies and recruits for every enterprise promoted by the Texas government. It was represented to him that the military basis on

which the force was organized was necessary as a purely defensive measure against possible attack from Indians. Nevertheless, Bullard, in his sympathetic account of Kendall's life, says that Governor Armijo of New Mexico was entirely justified in regarding the expedition as a hostile move against Mexico and in sending to the City of Mexico as prisoners of war such members of it as fell into his hands.

The expedition set out in June. Every kind of difficulty beset the advance. Hunger and thirst; attacks by the Indians; treachery in the ranks—these were only a few of the circumstances which the leaders had to face. Long before it reached its destination, the column, which consisted of some three hundred individuals, broke up into little groups, which fell successively into Armijo's power. The final surrender is said to have been brought about by promises of fair treatment, which were not intended to be kept.

The captives were bound together with rope; some of them were barbarously mutilated; some, even, were shot out-of-hand. One of them was put to death because his ankles swelled so badly that he was unable to keep up with the rest. On one occasion, two hundred of the prisoners were shut up during an entire night in a room scarcely big enough to accommodate a tenth of their number. Kendall speaks of this as "another Black Hole of Calcutta." Although the experience was doubtless heightened in the telling, there can be no question that it was terrible.

At length an exhausted remnant reached the Mexican capital. Some were thrust into prison in the City of Mexico. Others were confined in Puebla and others at Perote. Kendall was first placed in the fortress of San Cristobal, but being stricken with small pox he was removed to the San Lazaro prison hospital, where the lepers were detained. When released from this place, he was put in irons and shut up with other prisoners in the barracks of Santiago.

Kendall seems never to have lost his courage amidst these harrowing experiences. Finally he worked out a plan to escape while being taken to mass in the great cathedral in the midst of the city. But this was not necessary. The United States Government had by this time sent General Waddy Thompson to Mexico to investigate the reported ill-treatment of the prisoners, and through his efforts an order was now issued for Kendall's release. In June, 1842, more than one hundred survivors

of the expedition were set at liberty by the Mexican government, ostensibly as an act of clemency in honor of the birthday of the President Santa Ana. Kendall's chains had to be chiselled off by a blacksmith. At last he was free to go where he pleased. He made his way through Jalapa to Vera Cruz and thence took ship for New Orleans, arriving to find himself accepted as a hero, as he had previously been as a wit and journalist.

Kendall published in the *Picayune* a series of fascinating articles describing all these adventures. It was from these that Captain Marryat took some of the incidents incorporated into his story "Monsieur Violet," published in London in 1843. Kendall himself published in 1844 through the Harpers a work in two volumes entitled the "Narrative of the Texas Santa Fe Expedition," which had a very large circulation. It was one of the first books of adventure in the wilds of America, and its exciting episodes, vivid descriptions, and the obvious fact that it was not a work of the imagination, but a genuine human document, made it a "best seller"—probably the first of its kind in our literary history. According to Raines' "Bibliography of Texas," 40,000 copies were sold in eight years—a record probably unsurpassed in those times. A London edition was issued in 1845 and was also very successful.

However, it was Kendall's work in the Mexican War that made the world-wide reputation of the *Picayune*. He was, in fact, the first great war-correspondent. Russell, the Englishman, who is commonly credited with that honor, really made his mark in the Crimean War, some ten or fifteen years later. Russell was, unquestionably, the first professional reporter of wars. But that when the famous editor of the London *Times*, John Thaddeus Delane, decided to send Russell to the Crimea the "idea of having a special correspondent with the army, moving with the troops and describing in detail every action and incident of the camp" was invented, is not quite accurate. Precisely that thing was done by Kendall eight years earlier, in the war between the United States and Mexico.

The historians who have had occasion to refer to the development of the art of war correspondence have dwelt upon the work done by Crabbe Robinson in 1807 and 1808, and the mission of Charles Lewis Gruneisen in Spain in 1837, and then they have passed on to Russell and the Crimean campaign of 1854. Crabbe Robinson did not consider that his business required him

to see battles. Nine years before the war between Mexico and the United States began, the *Morning Post* sent Gruneisen to watch the Carlist campaign in Spain. He was attached to the headquarters of Don Carlos and he saw fighting, but he had no competition and his work lacked the spectacular interest of a later age.

It was not until the United States went to war with Mexico in 1846 that the competitive struggle to publish the first dispatches from the field,—after all, the thing which characterizes war correspondence, as generally understood,—really arrived. Kendall and his contemporaries showed, in a land destitute of railway and telegraph, the same resourcefulness and enterprise in obtaining the news and getting it over land and sea to their papers that Archibald Forbes displayed in France in 1870. Kendall's courier service was in fact very similar to that used by MacGahan, Millet and Forbes in the Russo-Turkish war thirty years later.

When war with Mexico was seen to be an inevitable result of the annexation of Texas, New Orleans became a center of interest politically and from the military point of view, as well as from that of the journalist, even greater than it had been previously. It was in this city that the troops were collected to be sent on to the scene of operations. In those days the electric telegraph was almost unknown; only a few miles of wire were in existence. Between Washington and Baltimore, a distance of ninety miles, there was communication of that sort; but from Washington to the cities in the North, news could be forwarded only by mail over railroads and steamboats. In the South the facilities were even more limited. There the mail was sent by stage coaches, over the roads which were always bad and in wet weather impassable. The usual time for a letter to go from Washington to New Orleans was twelve or fourteen days. Now, as war was seen to be approaching, it became necessary for the newspapers to have some more expeditious means of getting news from New Orleans and the front. In answer to their demand the "pony express" was devised.

The pony express operated in what really were two divisions. There was the service from New Orleans northward, and then there was the much more hazardous and exacting service from the army to New Orleans. Several services were organized to handle the dispatches out from New Orleans but the most im-

portant was that started by the *Picayune* in conjunction with the *Baltimore Sun*. The messengers not only carried the news but took private correspondence, and brought back letters, usually of a business character. In order to avail themselves of the news and market reports which thus might be received considerably in advance of the regular mails, a syndicate of merchants in New Orleans also co-operated in the enterprise, at least to the extent of contributing to the funds for its maintenance. It seems that in 1847 as a result of the famine in Ireland, there was a great demand for foodstuffs of all sorts in Europe, particularly in Great Britain; and New Orleans was a point of departure for frequent and large shipments of the sort. Speculation was extremely active. Obviously the merchants who had first access to the commercial news enjoyed a great advantage over those who had to depend on the mails. In this manner certain houses in New Orleans reaped enormous profits. Among firms who were interested were Lonsdale & Gray, M. C. Cammack & Co., Houghton, Rankin & Co., and George, Arnold, & Holt.

In operating this particular division of the pony express, rail and steamboat lines were used wherever they existed on the long journey from New Orleans to Baltimore. But for the most of the way the news had to be carried by horsemen along the stage-roads. For their use relays of saddle animals were stationed at regular intervals. The route from New Orleans led over a short railroad to the village of Milneburg, on Lake Pontchartrain. There a steamer made connections for Mobile. Thence the express riders followed the stage-road to Montgomery, Charleston, Richmond, and so on to their destination. From Baltimore the news was forwarded by telegraph and not infrequently it reached Washington in advance of the official dispatches from the officers in the field. Considering the situation, this was a remarkably bold and enterprising scheme, and shows that journalism today has little to boast of in comparison with the brilliant past.

But there was the other phase of the work—the highly adventurous, perilous business of collecting the news at the front and getting it across hostile territory to some point whence it might be transmitted expeditiously to New Orleans. This branch of the enterprise seems to have been carried on exclusively, or almost exclusively, at the expense of the *Picayune*. It is regrettable that we do not have precise information on this

point. We do not know, for example, under what conditions the news was vended to such papers as the *Baltimore Sun*, which was privileged to print it as speedily as it could be rushed north from New Orleans, often days in advance of its contemporaries, though of course, chronologically subsequent to its appearance in the *Picayune*.

The organization of this branch of the enterprise was Kendall's work. As soon as the war broke out he took the field. He went to the Texas border, and was with Taylor throughout the inaugural phases of the struggle. In the work there was doubtless a good deal of personal satisfaction for a man who had suffered as bitterly as Kendall had, at the hands of the Mexicans. At any rate, he wrote with great detail and much enthusiasm and his letters supplied the whole American public with the fullest, most accurate and most interesting information which it received during the war regarding the achievements of the invading armies. He sent his letters from Taylor's headquarters back to Point Isabel, on the Gulf coast, at the mouth of the Rio Grande, where there were vessels especially chartered to convey them to New Orleans. To reach Point Isabel he had to organize a system of couriers—hardy cowboys, bred to the saddle and inured to the dangers of life in the then untamed West, who rode at top speed across nearly one thousand miles of sparsely inhabited country, haunted by desperate savages and equally desperate white bandits. Kendall did not hesitate to spend large sums to secure the services of the bold and skillful men who alone could carry out this dangerous work, and to maintain the elaborate service of remounts necessary to enable them to cover the distance in the least possible time. As the American armies penetrated further and further into Northern Mexico the route became longer and the risk and difficulty proportionately increased.

Later on, when the scene of the fighting shifted to the region around the Mexican capital, new and costly problems had to be dealt with. Scott's advance upon the City of Mexico was from the direction of Vera Cruz. Between these points the country was filled with Mexican outlaws, who robbed and killed even their wounded fellow-countrymen. The character of the country favored the guerilla tactics to which the defending army resorted. After leaving the coast the road ran for many miles through flat, sandy country, covered with underbrush, over which in the heat of the semi-tropical climate progress was slow and toilsome.

Thence it traversed the mountains, where patriotic bushwackers found it possible to pick off our stragglers almost with impunity. Scott's own express riders were intercepted time and time again. Sometimes the mail bags were recovered, only to reveal the thoroughness with which the thieves had executed their work. Anderson, one of the officers in Scott's army, speaks in his diary of the futile efforts made by the government agents to maintain a dependable mail service between the American army and its base at Vera Cruz.

And yet Kendall succeeded in doing it. What the military organization, with unlimited power and money was unable to accomplish, he did. Anderson in fact, speaks more than once of having to entrust official correspondence to "Mr. Kendall's express." Kendall's agents were daring fellows. They were chosen for their familiarity with the country. They made their way back and forth cautiously but rapidly, picking up fresh mounts wherever Kendall's foresight and ingenuity provided them—which, naturally, was at irregular intervals and all manner of out-of-the-way places. They usually started at midnight and then rode at a gallop until they reached their destination and handed the dispatches over to the men who waited to carry them forward toward the coast. Several of these messengers were killed by guerillas. Three in succession fell into the hands of the enemy in the month of September, 1847, and one of them was slain fighting desperately to protect his pouch of mail. Nevertheless, to the very end of the war they managed to perform their exciting duties with a remarkable degree of success. One of them was an old cavalry officer who had been a legation courier for the British diplomatic representative in Mexico and who consequently was intimately acquainted with the road down to the coast, knew everybody and by keeping his own counsel often managed to get through without his true mission being suspected. Another was a man named Rafael, a native employed as a courier by certain British merchants in Mexico City.

The story of Kendall's own adventures in Mexico, if told in any detail, would fill a large volume. He served first on the staff of General Taylor on the Rio Grande. On one occasion he was with the Texas Rangers under the command of the celebrated McCulloch. McCulloch was affectionately called "Ben" by his men. It was said these troops could ride anything that went on four legs; fought, camped and drank at their own discretion, and

had not the slightest notion of discipline or drill, but nevertheless were invaluable to the main body of the army because of their abilities as scouts. They had innumerable brushes with the Mexican mounted bodies known as Lancers. In some of these Kendall had a share. In fact, he served for a few months as a sort of unofficial member of this daredevil organization. In the storming of Monterrey for instance, he was conspicuous in the fighting, one of the members of his mess being shot almost at his side. On another occasion the Rangers made a dash down into the enemy's country and Kendall captured a cavalry flag at Saltillo. He brought back to New Orleans this bit of silk, stained by the smoke and blood of battle, and it remained in the possession of the *Picayune* for many years. I never heard what became of this interesting relic of the war. So far as the *Picayune* knew in my time, Kendall did not take it away with him when he removed from New Orleans to Texas.

Then, when he joined Scott's army, Kendall felt it his duty as a newspaper man to see as much of the actual fighting as he could. He was probably more frequently under fire than any other man in the army. Throughout the advance, from the taking of Vera Cruz to the capture of the City of Mexico, he made his quarters with the division commanded by General Worth. He wrote his famous description of the taking of the Castle of San Juan de Ulloa with the 13-inch shells from the enemy's battery bursting around him. He was on the front lines at the attack on Cerro Gordo and sent off a series of dispatches about the fighting, one on the evening of April 13th, just before the battle, others at 8 and 11 o'clock on the morning of the following day, twice that afternoon, and repeatedly on the day after the fighting.

During the siege of Mexico Kendall served much of the time as a volunteer aide on Worth's staff. Five separate engagements, one after the other, took place on one day. Kendall managed to cover them all. His letters, written a few hours apart, give a vivid idea of the excitement and enthusiasm with which he followed the operations. Sometimes he carried Worth's official dispatches. More than one great military reputation had its origin in Kendall's animated pages. Franklin Pierce, Phil Kearney, Persefor Smith, Robert E. Lee and Robert Anderson, the last named an artillery officer then, but destined to win an enduring place in history in connection with the defense of Fort Sumter,—

these are some of the names which figure in his articles published in the *Picayune*.

Lauriston Bullard, whose account of Kendall is perhaps the best that has been written, describes an important service that Kendall was able to render the American cause during the closing days of the fighting around the City of Mexico. Bullard says:

"Santa Anna sought an armistice, but during the period of quiet the Mexican commander intended to strengthen his defenses. The sham was penetrated by Kendall, whose experience while a prisoner in the City of Mexico a few years before enabled him to detect the design. It was on the evening after Churcubusco that he was sitting in the tent of Raphael Semmes, later to be famous as the commander of the 'Alabama,' when the emissaries of Santa Anna arrived to propose a truce to General Scott. They were entertained for a few minutes by Worth and then sent on to headquarters.

"The instant they were gone Kendall said to Semmes with the bluntness and frankness which characterized him: 'It's no use; we're humbugged—McIntosh is among them!' While a captive Kendall had come to know McIntosh, a British subject, acting as consul for the English government and described as a 'creature of Santa Anna.' As a neutral he aided in arranging the terms of the armistice. But Kendall declared that the only object was to gain time, and the sequel proved him to be correct."

In this way the terrible experience through which Kendall had passed only a few years before, turned out to be the means of inflicting possibly a fatal blow upon those at whose hands he had suffered so much. For, profiting by his advice, the American commanders pressed home the attack without intermission, and a few days later the army was able to force its way into the enemy's stronghold and the war was virtually at an end. Just before the fighting ceased, during the storming of Chapultepec, Kendall was wounded in the knee by a bullet. This wound, the rank of Major and the honor of being twice mentioned by Worth in dispatches, were in Kendall's opinion, ample rewards for his really important services to his country.

Professionally, Kendall's most important achievements during the campaign, was the "scoop" which he secured for the *Picayune* in connection with the battle of Buena Vista. The battle was fought on February 22, 1847, but the results were not officially known in the United States until the end of March. In

the interval the country was filled with the most alarming rumors. It was generally believed that Taylor had been defeated. Congress took up the matter and in an acrimonious debate discussed the action of the government in stripping Taylor's army of his best regiments in order to re-enforce Scott, thus leaving the former without the means, as it was believed, of making a successful resistance to Santa Anna and the Mexicans. Polk himself has left on record his distress at the rumors of disaster which were persistently circulated in Washington.

As a matter of fact, although the Mexican army had attacked with great boldness and skill, Taylor had won a splendid victory. The news did not reach the United States because communications had broken down between Monterrey and Point Isabel. After leaving Monterrey, in order to avoid the Mexican guerillas, messengers had to make their way around to Camargo, a distance of several hundred miles, over a difficult country; hence the delay. Even the New Orleans newspapers were without information for several weeks. Eventually, Kendall got a courier out of Monterrey on March 9th who reached the Brazos five days later, embarked on a schooner and when fifty miles below New Orleans transferred to a towboat which got him to the city at 3 A. M. on the 24th of March. The news of the victory was published in New Orleans that morning and, of course gave rise to the wildest demonstrations of joy. Copies of the *Picayune* were started at once for Washington and Baltimore.

President Polk had received on March 21st messages from Taylor describing his critical situation previous to the battle, and remained in a state of cruel anxiety, practically certain that the American forces were cut off by overwhelming enemy troops, until March 31st. On that day he read Kendall's news and learned the gratifying truth. It was not until the following day that the official dispatches arrived.

The most spectacular achievement of Kendall's career, however, was his exclusive announcement in the *Picayune* of the conclusion of peace. On February 7, 1847, James L. Feaner, a special messenger, to whom the official copy of the treaty just signed at Guadeloupe had been given, set out from Vera Cruz on the U. S. Steamer "Iris," bound for Mobile. There he was to be met by the official dispatch-bearer who was to make all haste to convey the important document to Washington. The steam-

ship "New Orleans," bound for New Orleans, was at Vera Cruz ready to start at the same moment as the "Iris." She had on board news of the treaty for the *Picayune*. To prevent the private dispatches from getting ahead of the official envoy, the United States military commander at Vera Cruz detained the "New Orleans" two days after the sailing of the "Iris" and only permitted her to depart on the 9th. The "New Orleans" commander determined to outstrip his rival if possible, and drove his ship through at her best speed. She made an extraordinary passage and overhauled the "Iris," reaching New Orleans before the government vessel could get to Mobile. The text of the treaty was printed in the *Picayune*, copies of which were hurried north by pony express. The good news was on the streets of Baltimore before the official dispatches were delivered to the State Department at Washington, an achievement which attracted great attention at the time.

Kendall's experiences in Mexico found fruit in a handsome publication issued in 1851 under the title of "The War Between the United States and Mexico Illustrated." The work made a large volume, enclosed in a portfolio, and was accompanied by a series of "pictorial drawings of all the principal combats," twelve in number, by the then well-known artist Carl Nebel, whose plates for "A Picturesque and Archeological Voyage in Mexico" first brought him into notice. The publishers were D. Appleton of New York, and George Appleton of Philadelphia, but as there were no facilities in the United States at that time for the production of the illustrations in the sumptuous style that Kendall contemplated, it became necessary for him to go to Paris, where they were executed under his supervision. They were fine examples of lithography, exquisitely and accurately colored by hand. "The War Between the United States and Mexico" was, in fact, one of the earliest and most expensive books of its class issued by an American firm.

It was while in France that Kendall met Adeline de Valcourt, daughter of an officer who had served under Napoleon in the Moscow campaign. She was but seventeen years of age, and he a man in his 40s, yet it seems to have been a case of love at first sight—they were soon married, and had a long and happy life together. For four years they resided in Paris, where four children were born to them. One of the sons became a distinguished officer in the American army; another, Mrs. Georgine Fellowes,

was well known as a writer on historical subjects. After Mr. Kendall's death his widow, still a young and remarkably beautiful woman, married Benjamin F. Dane, a Bostonian then residing in Texas, whose death occurred in 1912. Mrs. Dane survived till 1924, passing away in San Antonio, Texas, at the ripe age of ninety-six.

It was in 1855 that Kendall, finding that his business affairs required closer attention than he could exercise from the other side of the Atlantic, brought his family home to New Orleans. But they did not remain there long. The adventurous spirit of the ex-war-correspondent could not satisfy itself with the gay society, the opera and the theatre which formed the principal diversions of the brilliant and prosperous city. Kendall was deeply interested in Texas. He had seen something of it during the memorable Santa Fe expedition. He now decided to make his home there, purchased a piece of property near New Braunfels and moved to that place in 1855. At the same time he acquired a great estate in the hills beyond Boerne, a settlement of thrifty Germans twenty miles northwest of San Antonio. This was the famous "Post Oak" ranch, which was destined to be his final home. There he experimented with fine sheep imported from France, and did much to improve the conditions of farming and stock breeding in the vicinity.

Kendall located in Boerne just a short time before the Civil War. At this juncture he was offered the nomination for governor of Texas but declined it with a famous phrase, "I am too old a dog to learn new tricks." Although a New Englander Kendall espoused the cause of the South, and had strong views on the subject of slavery, as his writings in the *Picayune* showed, but he was not prepared to take up arms against the North, and found in his increasing age an excuse to remain quietly at home when the war broke out between the States. In a letter which he wrote to the Governor of Texas in 1864 he referred to the need of retaining in Boerne enough men to protect the settlement from the Indians, and warned the executive that an attempt to draw too heavily upon the few remaining individuals there capable of military service would meet with opposition. During the latter part of the war he equipped a company of Rangers, as they were called, which did service on the frontier, stopping the theft of cattle, and teaching the Indians to avoid the vicinity of white settlements.

"Post Oak" ranch was a long, low, rambling structure built of stone, plain but comfortable on the exterior but with some pretense of luxury within. Handsome furniture from France, a piano, many books and pictures—these articles unusual on the frontier filled its rooms with an atmosphere of refinement and taste. Kendall left this delightful spot as little as possible during the remainder of his life. He kept in touch with New Orleans, wrote much for the *Picayune*, and except for the four years of the war, when travel became impossible, tried to visit the city once every year, to look after his interests there. In 1866 this annual journey was prolonged as far as New York and Paris. On his way to New York Kendall visited the scenes of his boyhood, and in Concord, Massachusetts, was the guest of his relative and close personal friend, ex-President Franklin Pierce. The motive of his voyage to France was to see a daughter who was in school in Paris.

This was his last adventure. He died at "Post Oak" in October, 1867, of a "congestive chill," as the phrase then went, and was buried in an obscure little cemetery near Boerne. The printers who had worked with him, or for him, raised a fund with which a monument was erected over his grave, inscribed with the words: "He was a poet, journalist, author and farmer—eminent in all." A still more impressive and enduring monument is the county in which Boerne is situated, which has been named for its most distinguished citizen.



EDITOR'S CHAIR

By HENRY P. DART

READ'S LOUISIANA PLACE NAMES OF INDIAN ORIGIN

The literature of Louisiana has been enriched by this labor of Dr. William A. Read, Professor of the English Language and Literature in the Louisiana State University, published in Vol. 19 N. S. of the University Bulletin of Louisiana State University in February, 1927. The learned author has devoted years of study and research to the subject of the place names of Louisiana but he has presented here only that part which touches such names as are of Indian Origin, and to this publication he has recently prepared a supplement of sixteen more names which will appear in a near number of the Louisiana Historical Quarterly.

The subject that has enlisted Dr. Read's time and study is an attractive one and many popular efforts have been made to gather the material, but we believe he is the first who has approached the subject from the proper angle. There is a substantial difference in the origins of our place names and it was a wise conclusion to treat them as is done in this publication, from the different points of view of those who first established them in our local nomenclature.

In any such classification clearly there comes first, the names either actually in use at the beginnings of Louisiana or that were drawn and applied from those sources in later times. From this point of view Indian origins must lead the list. Dr. Read has amassed much data on the other names and he no doubt will continue his studies through the remainder of the classification. Indeed, he writes us that such is the intention, but he says:

"This task is at once so interesting and so difficult, I cannot yet see the end of it. It teems with romance as well as with linguistic and historical facts. Some day Louisiana will produce a great novelist who will do for her what Scott did for his native heath. The material is all here; the time alone seems not yet ripe."

Dr. Read has in this book listed seventy names as of Indian origin,

"with relatively few exceptions these are derived from the Longtown dialect of the Choctaw language, a dialect which was spoken in the western part of the old Choctaw

nation. The phonetic system of this dialect is not complicated; it is poor in the number of its consonants, but rich in the number and character of its vowels."

Besides the Choctaw origins he finds a small group from the Caddo and a very few instances from the Mobilian, Atakapa and other dialects.

Some striking sources of familiar names may be noted, thus "bayou" comes through French from the Choctaw "bayuk". That nation apparently had several words for bayou, creek or river; *bok*, or *bog*, as in *Bogue Falaya*, and *hacha* as in *Atchafalaya*, signify in each instance, river, while *falaya* means long.

We do not find any familiar name omitted from Dr. Read's collection and in each case the author's satisfactory analysis leaves us inclined to add he has said the last word on the subject. This might be illustrated indefinitely but his methods are particularly shown in names like Bonfouca, Tchoupitoulas, Tangipahoa, Ponchatoula and Plaquemine.

In short, the book seems to cover the sum of our knowledge on each subject. Our only regret is that he has not elaborated with more comment from the ancient sources, but that would have swollen his work beyond its primary purpose.

Let us all pray that nothing will intervene to delay or suspend the labors of this rare scholar, upon the etymology of the remainder of Louisiana Place Names, and also that when next he prints, he may have plenty room to make it a source book for the next great novelist of Louisiana.



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**RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA
XXXVIII.**

January-December, 1742.
(Continued from January, 1928.)

BY HELOISE H. CRUZAT.

Jan. 4.
D. 42.
1 p.

Petition to
close partner-
ship.

Stephen, called Rocancourt formerly partner of the late Raymond in timber contracts, shows that the firm's account was never settled, whereas it should be before the estate is wound up. Business papers are in hands of Le Clerc surnamed Belhumeur.

The Procureur-General Fleuriau and Judge Salmon assent.

Le Clerc shall submit the papers to referees duly appointed.

Jan. 9. 4 pp.
Letter of the
mate of Schooner
Elizabeth.

To Mr. Mintlouis Attorney of Vacant Estates at the Cape (Cap François). Warning to Mr. M. to beware of MM. Gerard and Roy who are suing to get the schooner.

Jan. 9.
1½ pp.

Demand of the
Procureur
General to im-
prison slave
Jasmin and
prosecute him
criminally for
assault upon
Pierrot a soldier
at Natchez.

The Procureur General alleges that they have brought to our prisons, a runaway negro, for an assault on a soldier of Natchez, named Pierrot, ill treating him so badly that he almost killed him, having broken his jaw, his teeth and almost blinded him, and having repeated his blows, intending to be rid of him. This negro is known as a bad subject, being the slave of Brunet whom he ran almost crazy and who sold him to Madam L'Epine, living in Arkansas; he left her on passing the market and came to the Natchez Fort, where he remained until the Commanding officer sent him here to have him punished as there is no judge nor greffier there. He prays that the negro be imprisoned, interrogated, that the soldiers and witnesses be heard and that it be proceeded extraordinarily against said negro until final judgment. Signed: fleuriau.

No. 902.
1 p.

Decree of
arrest.

January 9, 1742. Decree of bodily apprehension on demand of the Procureur General, against slave of Madam L'Epine, and imprisoned in the jail to be interrogated before witnesses. Signed: Bobe Descloseaux.

No. 903.

5 pp.

Interrogation
of Jasmin.

He tells of
assault on
soldier
Colombier.

Interrogation of Pierre called Jasmin on demand of the Procureur General. He is named Pierre called Jasmin, a slave owned first by Brunet and later by Madam L'Epine, of Sango nation, aged twenty-five years, baptized and speaks French well. He ran away on account of Sr. Brunet's mean wife, the soldiers of the Fort ill-treated him and Mr. Monbureau, had him chastised and they brought him down here to imprison him. He struck a soldier in the face because he ill-treated him and Mr. Monbureau would not listen to him, he took a piece of iron, which he found under his hand, and threw it at the soldier who mistreated him. He had taken a drink; he was under the effect of liquor, but if Mr. Dorgon had been there he would have rendered him justice. He knew that a slave that raised his hand on a white man deserved death. The soldier he assaulted was named Colombier, he knows no other name. He said that he struck him but once, finding him in the barracks where he slept. He said that his mistress had let him come to Natchez and that the Surgeon at Natchez told him that his mistress had exchanged him. At Natchez he kept on the river bank about a month and began the next one, but he had nothing more to eat, though he had a gun loaded with lead, powder and balls given to him by Mr. Fabry. He said that he had been arrested by Rougeot's negro slave driver when he went for food. He kept in the woods and the negroes gave him corn when he came at night to their cabins. He declared that he could not write and his interrogation is signed: Bobé Descloseaux.

Order to submit to the Procureur General of the King. Signed: Bobe Descloseaux.

January 9, 1742. Considering the present interrogation, demand of bodily arrest by the Procureur General, to be tried criminally until final judgment. Signed: fleuriau.

No. 904.

3 pp.

Declaration
by Colombier
in the King's
Hospital of
the assault.

January 13, 1742. Declaration against Pierre called Jasmin, by Bergerot, called Colombier, a soldier of Mr. D'Hauterive's Company who has been ill since the assault and is still confined to his bed in the King's Hospital. He does not know the negro's intentions as he had nothing to do with him at

1 p.

Testimony by
witnesses.

Natchez. He gives details of the assault and says that when Beaupré sought to prevent the negro from repeating his attack he dragged him to the center of the Fort. Signed: Bobé Descloseaux.

January 16, 1742. Before us the declaration and complaint of one Bergerot called Colombier at the King's Hospital, the inquiry and testimony of François Mongois de Beaupré, soldier of Mr. D'hauterive's Company, with the conclusions of the Procureur General, order that Bergerot called Colombier and François Mangois be re-examined, each on his declaration, confronted with the accused, to be ordered thereon what shall appertain, after the accused has been again interrogated. Signed: Bobé Descloseaux.

No. 905.

2½ pp.

Re-examination
of witnesses.

January 16, 1742. Re-examination of the witnesses against Pierre called Jasmin. Testimony of Bergerot and François Mangois; neither knowing how to sign the testimony is signed: Bobé Descloseaux.

No. 906.

4 pp.

Confrontation
of accused
with witnesses.

Confrontation of Pierre called Jasmin with witnesses, Jasmin acknowledged assault but said that he wished to get out of the Corpe de Garde being afraid of Mr. Monbureau, that unfortunately he found the steel bar and that they wished to arrest him. The confrontation being read to the accused and the witnesses, each maintained what he had said. Signed: Bobé Descloseaux.

Order to communicate to the Procureur Général of the King. Signed: Bobé Descloseaux.

No. 907.

2¾ pp.

Inquiry into
assault by
Pierre called
Jasmin, at the
Fort of
Natchez.

January 16, 1742. Inquiry made by Jean Baptiste Claude, Bobé Descloseaux, Commissioner of the Marine and Commissioner on this case of Jasmin's assault against Bergerot soldier of Fort Natchez. Testimony of François Mangois who said that Jasmin pressed by hunger had gone into the cabin of some Indians. Madam L'Epine had offered 50 livres to arrest him. He could hardly stand when he went to the cabin; they brought him to the Fort. The soldiers fed him, he had no trouble with any one and they left him at liberty. Signed: Bobé Descloseaux.

Order to communicate to the Procureur Général. Signed: Bobé Descloseaux.

No. 908.

Second inter-
rogation of the
accused.

January 16, 1742. Reinterrogation of the negro Pierre called Jasmin, slave of Madame L'Epine, aged about 25 years, of Sango nation, baptized, he knows Colombier well; asked why he attacked him, he answered that Colombier wanted to catch him, etc.

No. 909.

Reinterrogation
of Pierre
called Jasmin.

January 20, 1742. Interrogation of Pierre called Jasmin, who was brought from the prisons of the City to be interrogated on the witness stand. He is now a slave of Madam L'Epine, formerly of Sr. Brunet, living at the Balise, and speaks good French, that he was in prison because he struck a soldier, that he wished to speak to Mr. Monbureau and they prevented him from going out. Told that he did not speak the truth, that he was in the Corps de Garde, he said that they were after him saying that he ought to be tied, that he wanted to go to complain; that he found an iron bar under his hand and that the misfortune happened. Asked if he was drunk he answered that he was not; if the soldier he struck had beaten him, he said that he was always after him but that he did not beat him. His interrogation and answers being read to him, he said that it was the truth, persisted therein, declared that he could not sign wherefore inquiry as per ordinance. Signed: Salmon. Bobé Descloseaux, Raguet, Prat, Henry.

2 pp.

Conclusions of
the Procureur
General of the
King.

Conclusions of the Procureur Général of the King. Seen and examined the criminal prosecution instituted on complaint of "Jean Laurent Bergerot called Colombier" vs. Pierot called Jasmin, a negro slave accused of assault; petition of Jan. 9, interrogation of the accused, conclusions and decree of bodily arrest, Inquiry of Jan. 13th, Inquiry of Jan. 16th and conclusions of the same day. Judgment rendered on Jan. 16th, which orders re-examination and confrontation with the accused; re-examination of witnesses, and interrogation of accused; confrontation of witnesses of Jan. 16th and all that was carried in prosecution duly considered, demand by the Procureur General that the accused be duly convicted and found guilty of having, without cause or reason, beaten a French soldier, in reparation of which, he is condemned to be hung and strangled on a scaffold on the public square

No. 910.
(No. 908
on the
folder
marked Jan.
16, 1742.)

Sentence passed
on Jasmin by
the Superior
Council.
To be flogged
every day and
Sundays at the
crossings of
the City, to
have his right
ear cut off and
to carry a chain
on his foot of
6 pounds weight
for the rest
of his life.

of this City until death ensues, estimation to be previously made of value of said negro, by two prominent inhabitants, officially named, on this 20th of Jan., 1742. Signed: fleuriau.

January 20, 1742. Judgment rendered by Superior Council. Were present Monsieur de Salmon, First Judge,

Before us the prosecution criminally instituted on demand of the Procureur Général of the King.

Salmon.

(Turn the page) The Council has declared the said Pierre, surnamed Jasmin, negro slave of Madam L'Epine, duly convicted and found guilty of having raised his hand on a Frenchman and having given him a blow, in reparation of which we have condemned him to be flogged every day and on Sundays at the crossings of the City by the public Executioner of High Justice, his right ear to be cut off, and to carry a chain on his foot of the weight of six pounds for the remainder of his days and condemns Madam L'Epine, mistress of said negro, to one hundred livres of indemnity towards the soldier named Bergerot called Colombier, if she does not prefer to abandon the said negro, which she will be held to without costs. Given in the Council Chamber on the twentieth of January, one thousand seven hundred and forty-two. Signed: Bobé Desclo-seaux, Raguet, Prat, Henry.

Jan. 9.

Receipt to Mr.
Pery by
Assailly.

For 1200 livres for 4480 pounds of old iron shipped on September 15, 1742, which decree of Council on the First instant condemned him to pay Assailly.

On reverse: Received from Mr. Daunois (Daunoy) for the Company aforesaid quantity of iron. Will not send La Chevaliere to the Concession Jan. 9, 1742.

Text read "ferrailles" which is old iron; "fer" in receipt on reverse is iron.

Jan. 12. Slip.
Order to
pay money.

Mr. Pery will please pay Mr. Robin the sum of 112 livres, 15 sols for vegetables (greens) furnished to Ship La Chevalliere. De Meyere.

- Jan. 10. **De Meyere** will pay Mr. Pery or order the sum of 1890 livres, 4 sols on account of certain goods.
Slip.
Promissory Note. Item—same date: 100 livres in addition.
- Jan. 12. **Items** included wine, brandy, rum, tar, brandied fruit, olive oil, beaver hats, almonds, codfish. 3 pp.
Billed at 50928 livres. Receipted to Captain de M. who is to sell the goods at Vera Cruz on commission. Terms of contract follow with provisos to meet various contingencies. Col-
lated copy by Recorder Henry whose signature is attested by Judge Salmon, counter-
signed Delaplace.
Statement of merchandise on board La Chevalliere, Captain De Meyere.
(Well preserved seal of Salmon.)
- Jan. 15. **Court** formalities in review whereby the seized real estate of Nicolas Mayeux de Lormaison and his wife, demoiselle François Plassen, becomes conveyed to Mr. de Pontalba for 16000 livres, receipted by Recorder Henry on F. 17, 1742. Sorbonne script.
4 pp.
Sale of attached property.
- Jan. 17. **De Meyere** has received from Mr. Barbin 120 pounds of bread. Account receipted by Barbin, March 24, 1742.
Slip.
Receipt at Balize.
- Feb. 9. 3 pp. **Jean Aubert** to Joseph Assailly, settler in Louisiana, for collecting proceeds of estate of late Joseph Aubert, only son of Jean Aubert.
Power of Attorney (Caen France).
- Feb. 14. **Undersigned Beau**—owes Baptiste—the sum of 800 livres in balance of all accounts; payable in wood or flour at current price when due in course of December, 1742.
Slip.
Acknowledgment of debt.
- Feb. 14. **Mr. Dalcour** bearing a commission from Governor de Bienville and Judge Salmon, asks for its registration and his reception as a member of the Superior Council. Referred to Procureur General, who orders inquiry on life and morals. So seconded by Judge Salmon, Feb. 15. 2 pp.
February 16, 1742. In sequel to Mr. Dalcour's request Salmon hears witnesses François Simars de Bellisle and Jean Maret Dupuy, who concur in the matter of his blameless conduct and practical catholicity.
Induction of Dalcour into the Council.
3 pp.
Testimony on life and morals of Dalcour.

Procureur General Fleuriau admits the evidence as good and valid; let Mr. Dalcour (Etienne de La Lande) be duly received, after customary oath.

Feb. 16.
2 pp.
Petition to
Recover
Minor's Portion.

J. B. Claude Bobé Descloseaux, Attorney for Noel Duchemin, guardian for Marie Louise Catherine Damaron, only child of the late Antoine Damaron and his deceased wife Anne Catherine Duchemin, moves to collect 6000 livres from estate avails as preferred claim on behalf of said minor ward; which sum of 6000 livres represents her mother's dowry.

Feb. 16.
Book of
Costs.

To serve for the cargo of La Chevaliere, from Feb. 16 to Dec. 22, 1742; and from Jan. 15, 1743 to May 15, 1743, total amount 44137 piastres.

Feb. 17.
Memorial of
costs of court.

Of Proceedings against Madam Mayeux de Lormaison by Mr. Bancio Piemont from Sept. 27, 1741 to Jan. 15, 1742.

Receipt to Mr. Henry for the sum of 219 livres for costs mentioned in summary. Signed: Lenormand.

Feb. 18.
1 p.
Receipt.

Mr. G. Pery acknowledges that Mr. Henry has turned over to him a certain copy of data bearing on Ferchaud estate, for transmission to France.

Feb. 28.
1 p.
Medical Bill.

Owes Mr. Petit, landlord, a total amount of 151 livres, 5 sols, for professional treatment itemized in detail.
No signature.

March 3.
Copy of
marriage
certificate.

Louis Chancellier, Therese Lorrain. Subjoined court ruling April 27, 1765, authorizing Chancellier minors to renounce, paternal rights and retain those maternal.

Notice to Mr. Couturier of terms of contract, May 1, 1765.

March 3.
Letter.

Of Meuillion, Physician and Councillor of the King, concerning the wood in demand and by the same occasion he sends tobacco, thanking him for service rendered.

March 12.
(13912)

3 pp.

Appointment
of tutor.

Order by the Superior Council that on voluntary resignation of Joseph Carriere, testamentary executor of deceased Jacques Bigot. Sr. Veillon "be and remain" tutor of the Aubert minors, being married to Françoise Aubert, their sister, and that he be authorized to demand that account be rendered by Sr. Carriere of his tutorship and his administration of the goods of the minors.

Signed: Nicolas Judice, Le Gros, Laurent Lerable, poisat, fleuriau, Salmon.

2 pp.

March 13, 1742. Account rendered by Sr. Joseph Carriere to heirs of deceased Jacques Bigot. List of Expense and receipts, expense amounting to 532 livres, and receipts to 597 livres balance, 65 livres, 5 sols. Signed: Lenormand.

(23102)

(3635)

2 pp.

March 15, 1742. Account rendered by Sr. Joseph Carriere, testamentary executor of succession of Sr. Jacques Bigot, to minor heirs of Aubert succession. Covers 2 pages in close script.

(23103)

March 15, 1742. Notice served on Sr. Veillon at his domicile in New Orleans, and on Sr. Carriere, likewise in New Orleans, that Sr. Carriere has been ordered to turn over the remainder of cash and accounts belonging to said minors. Signed: Lenormand.

March 13.

1 p.

Motion of
inquiry on
shooting of
negroes by
one Mégret.

Procureur General Fleuriau reports the case of one Michel Mégret, alias Lamoureux, who shot at some negroes or mulattoes whom he claims to have discovered fishing in closed waters. Seeing that some of the alleged trespassers are dangerously wounded. Let Mégret be examined and a surgical report be prepared. So ordered: Salmon.

March 15, 1742. Examination of Mégret. Michel Lamoureux, alias Mégret, steward on the plantation or settlement known as the Morant Brickyard, leased to Mr. Pery; pleads that he shot in obeying Mr. Pery's orders to the end of abating continual mischief by negroes on the premises in question. He was not intoxicated nor had partaken of ardent potions at all since Epiphany. Makes his ordinary signature F. M.

Referred to the Procureur General.

March 17.1 p. Mr. Henry is authorized to pay Mr. Bobé the sum of 6000 livres as preferred claim, whilst the surplus may go to the Company. Costs divided. Signed by Salmon, Lafreniere, Raguet.
 Judgment rendered in Superior Council.
 2 pp.
 March 17, 1742. Preamble of ruling in fore-going estate suit.

March 17. Captain Pierre Midy sues to collect 17806½ livres evidenced by receipt for goods invoiced to sum of 17806½ livres, payable to Mr. Midy 15 days before his departure for France. Signed: Lavergne and Ancelain.

Michel Fits Gerald, Ancelain and Midy. Duplicated at La Balize Feb. 9, 1742.

Writ of summons follows:

The contract reads: We the undersigned are agreed, Messrs. Gerard and Ancelain and Midy, to have bought the following goods:

We undersigned to pay the proceeds of the said goods to Mr. Midy answering the one for the other in case of absence. Signed: Michel Fits Gerald, Ancelain. Midy. In short Fitzgerald and Ancelain bought the goods and were to pay the bill to Midy.

March 19. Widow of Petit de Coulonges of Ft. Chartes who is now the wife of Mr. de Pontalba. Councillor Raguet has word that she has sold all her goods movable and immovable, derived from estate of her first husband, Mr. Petit, so that she may return to France. But Mr. R. forebodes unhappy possibilities therein by reason of a house that he bought from said estate, on account of the Company rights as a creditor.

Suit

Let Madame be cited and likewise her husband Mr. de Pontalba, and let the French voyage be postponed until final judgment be pronounced. Prompt action allowed.

March 31. Memorandum on draft, (April 16, 1738).

1—Mr. Bizoton received a certain draft, last year, which he now states to be void in virtue of a new draft just received.

2—De Chavannes has paid residue to Mr. Bizoton by the hands of Mr. Le Breton.

3—March 31, 1742. Mr. de C. files the foregoing data with Recorder Henry.

April 7.

1 p.

Judgment of
Superior
Council.

Provisional Decision between husband of Widow Dupart and Commander Volant of Swiss Troops together with other creditors. Attachment moved by Volants waived: proceeds of sale shall be deposited for adjudication according to sequence of creditors. Creditor Sevet is granted nine months for substantiating his credit. Costs reserved.

2 pp.

Decision between Pichet and Herbert. H. to pay 358 francs due on a note plus costs. Notice served to H. May 2, 1742.

June 9, 1742. Sheriff Lenormand receipts to Mr. Pictet for 7 livres. Court fees.

1 p.

Decision between Charles Lemoyne, carpenter and Sieur Lassus de Marsilly, represented by Francois Jahan. Plaintiff dismissed and he may plead against whom he will. F. J. holds no funds for L de M. Costs reserved.

April 10.

2 pp.

Invoice of
Goods.

Items of dry goods (cambric, dotted lawn and Rouen fleuret, or silk ferret ribbon) laden by Pierre Millot merchant at the Cape on board the Lion d'Or, Captain Rasteau of La Rochelle.

Received by E. and P. Rasteau, commanding said ship. Total bill 3370 livres, 8 sols. Provisos regarding sale.

April 23.

1½ pp.

Procuration.

Granted before the Notary Royal of the Province of Louisiana to Mr. Jean Maret, Marine Captain, by Mr. Estienne De la Lande Dalcour, Councillor assessor in the Superior Council and proprietor of a plantation formerly belonging to succession of deceased Sr. de la Chaise, General Director of the Company of the Indies, as appears in adjudication to him of said plantation, which my said Sr. Maret, acting under his procuration has sold and transferred to Mr. Francois Gautreau, Guardian of the King's store, said plantation measuring 10 arpents, seventy fathoms two feet front (a fathom equals 6 feet) by ordinary depth, with all buildings and appurtenances thereon, said cession made without any formalities, as there is no mortgage on said plantation, for the sum of 8000 livres in current colonial money, for security of which payment Mr. Gautreau hypothecates his movables and immovables and specially said plantation. Original act of sale

signed by Augustin Chantalou, Marin Lenormand, Henry, notary.

July 1, 1743. Receipt to Mr. Gautreau for payment of sum of 2666 livres, 13 sols. Signed Henry, notary.

1 p.

November 20, 1744. Receipt by Captain Jean Maret to Jean Gautreau, Guardian of the King's store for Two thousand, six hundred and sixty-six livres, thirteen sols, four deniers in full payment of de la Chaise-Dalcour plantation. Original signed by Augustin Chantalou, Jacques Cantrelle, Marest. This copy signed: Henry, notary.

April 27.
(25051)

3 pp.

Procuration.

Granted at Quebec to Sr. Francois Mercier, by Augustin Gilbert, Master locksmith, Marie Catherine Liberge, his wife; acting for their brother, at present in Martinique, all heirs of Guillaume Liberge, their brother and brother-in-law, deceased two years ago, whilst returning from Illinois to New Orleans, where the traded for twenty years. Said Mercier, a resident of the Tamaroas, in the Province of Louisiana, is authorized to collect, receive, all funds, merchandise and effects proceeding from said succession, to institute suit, to give receipt and discharge, etc., pertaining to succession of said Guillaume Liberge, this procuration to be valid until revocation of same. Done and passed at Quebec in notarial office of Dulaurent, Notary.

Signed: Louet. Du Laurent.

Certified by Hocquart and below signed: "By Monseigneur Bena." Well preserved seal.

(25049)

Excerpt from Register of Baptisms of Notre Dame Church in Quebec of the baptism of Jean Marie Liberge, born on the tenth of October, baptized on the eleventh of October, one thousand seven hundred and one.

This true copy signed and certified by "Plante" April 25, 1742.

(25050)

On reverse: Certification by M. O. Semelle Selvetre.

Document torn, with parts missing and seal mutilated.

(25043)

Excerpt from Register of Baptisms of the Church of Notre Dame, Quebec.

Collated copy of baptismal record of Guillaume Liberge, son of Jacques Liberge and

- Jeanne Angélique Simon, signed by "Plante Pre."
- (25044) Certified by Henry Marie Dubreil de Portbriand, Bishop of Quebec and sealed with his seal.
Signed by M. O. Semelle Selvetr.
Badly mutilated.
- (25045) Excerpt from Register of Baptisms of the Church of Notre Dame, Quebec.
A true copy of baptism of Marie Catherine Liberge, daughter of Jacques Liberge and Jeanne Angelique Simon, born on this day, baptized on the third day of March, one thousand six hundred and ninety eight, (day of her birth). A true copy by "Plante pre" and certified by Monseigneur M. O. "Semelle Selvetr," bearing Bishop of Quebec's seal.
Document mutilated and going to pieces.
- May 2. **Marguerite** widow of Bellondeau, settler Aux
2 pp. Allemands, asks leave to sell a lot and house
Petition to sell in this town to pay some debts. Granted under
Real Estate. due forms.
May 28, 1742. Sheriff Lenormand has made
three announcements and no one has objected.
- May 5. **Decision** between Le Moyne and Senet, (or Se-
1 p. ret) attorney for Mr. Rasteau, debtor to Mr.
Judgment Marsilly. Seizure against Rasteau to stand
Superior Council. in favor of debt due to Le Moyne. Costs on S.
- May 8. **First** there is quoted a ruling which sentences
3 pp. Attorney D'Auseville on behalf of Coustilha's
estate to pay Mr. J. B. Prevost 34660 livres.
Notice to Mr. D'A. June 27; again on July 13
and July 17; Mr. D'A., refusing. However he
reconsiders and hopes to make settlement but
subject to appeal.
February 9, 1743. Mr. Prevost reports that
before settlement was reached Mr. D'A. be-
came succeeded by Attorney Barbin, who
refuses on the ground that said ruling did not
apply to him. Let him be bound by same rul-
ing. Notice served by Chantalou, February
11, 1743.
March 1, 1743. Mr. Barbin answers that he
is ready to comply when so ordered.
- Notices to pay
judgment favor
of J. B. Prevost
against
D'Auseville
attorney in
charge of
Coustilha's
Estate.

May 11.

2 pp.

Suit to recover
the estate of
an emancipated
minor.

Joseph Le Quintrek, alias Dupont, tutor for Augustin Vigier, son of late Louis Vigier and Marianne Giraudon, now wife of Jean Moreau, reports that said minor has been granted his majority rights, therefore let Moreau and his wife be cited to render account of Augustin Vigier portion of the paternal goods. Approved: Salmon.

2 pp.

Judgment of
Superior
Council on
above demand.

June 2, 1742. Madame Moreau, whether with or without cooperation of her husband, shall render account to Mr. Le Kintrek, in the presence of the Procureur General, of the goods of said estate. Division of property shall follow and after payment of Company's privileged claim Augustin Vigier shall receive his due portion. Enough negroes are to be sold to pay privileged debts. Costs reserved. Signed: Salmon, Fazende, Lafreniere, Henry, recorder.

2 pp.

June 25, 1742. Petition to the Superior Council by Jean Moreau and Marie Anne Girodon, former Widow Viger, stated that Council has ordered a judicial sale of her slaves to pay the Company of the Indies and the share of the succession reverting to Augustin Viger; she has five minor children to support and prays that the plantation be sold to pay debt to the Company and the share of Augustin Viger and the slaves and goods divided between the other heirs.

Order to communicate to the Procureur General. Signed: Salmon.

June 25, 1742. The Procureur General demands that a meeting of relatives or in their absence of friends be convened to give advice to the best interest of the heirs, between selling the plantation to pay the Company of the Indies and the preferred creditors and dividing the goods and slaves or selling all that belongs to said succession. Signed: fleuriau.

June 25, 1742. Granted as petitioned. Salmon.

Note: In the previous document Le Kintrek is named as Curator of Augustin Viger vs. Moreau and wife.

May 19.

Judgment
Superior
Council.

Decision between Pierre Midy, Captain of L'Aimable Rillion and Messrs. La Vergne, Ancelain and F. Gerald. Defendants to pay claim of 17806½ livres in piastres at 100 sols each and this within a week. Ragged.

May 27.
2 pp.

Agreement to
close account
of succession
of deceased
Jacques Bigot.

Between Joseph Carriere, testamentary executor of Bigot and Jean Veillon, husband of Françoise Aubert and tutor of Pierre Aubert, heirs of late Bigot, the third heir having died during childhood.

On March 12, 1742. Carriere was discharged from tutorship of remaining Bigot heirs, at his own request; he has rendered account of his administration during the last two years, for the sum of one thousand and three livres, seven sols, eight deniers, for hire of negroes, has paid in cash to said Veillon 138 livres, 1 sol, 8 deniers, which Veillon has acknowledged wherefore Carriere is duly discharged, Sr. Veillon obligating himself to pay to his brother-in-law one half of all that he has received and rent for the house, when said Pierre Aubert attains his majority, as agreed before Marin Lenormand and Augustin Chantalou. Veillon declared that he could not write nor sign and document is signed only by Joseph Carriere.

December 7, 1739. (Inclosed in foregoing document) Receipt to Mr. Carrier (e) for butcher's meat, the sum of 11 livres and two pairs of shoes, valued 12 livres. This was paid for deceased Mr. Bigot, but the receipt bears no signature.

June 16.
3 pp.

Power of
Attorney
(Montreal).

Antoine, alias Derosiers, settler at La Coste St. Remy, and his wife, Marie Anne Urbain, sole heiress to her deceased son Jean Baptiste La Riviere, tailor by trade, settled in Illinois; his father the late La Riviere, having been Marie Urbain's first husband, to St. Martin Jaurequibery, officer of the militia at New Orleans, for settling deceased son's estate.

June 20. 4 pp. **Itemized** list, reaching total sum of 9202 piastres. Faded.
Sale of Cargo
of La Chevaliere.

June 20.
6 pp.

Memorandum
of shipping
account.

Merchandise exported "on my account and at my risk" to Mr. Boismard, merchant at Rochefort, total: 4493 livres, by King's vessel La Charente, de Tilly; and bill of 2067 livres by L'Aimable Rillon, Captain Midy.

Item—I have also sent to said Mr. B. a draft for 2000 livres, drawn by Mr. de Bellile on his brother, Mr. Boismard at Fontenoy Le Comte; date of June 20, 1742.

Further memoranda, p. 2 and on pp. 3-7, items of merchandise "which I bespeak of Mr. Boismard, my correspondent in France, who is a merchant of Rochefort."

"I" does not sign. Funds were sent by Mr. de Bienville.

July 7.
2 pp.

Judgments of
of Superior
Council.

Piemont vs. Morzier, Swiss officer. Mr. D'Auseville, representing defendant, shall pay plaintiff 1910 francs, due on note past Sept. 15, plus costs.

August 3, 1742. Some attachment proceedings are or were here described, but almost extinct.

July 14.
2 pp.

Letter of Pierre
Tirel from
La Balize to
Recorder or
Notary at
New Orleans.

He cannot come to New Orleans in person for attending to the proposed contract between himself and his spouse, but he begs his correspondent to prepare it with a clause devising goods to the survivor. Madame T. will be there to show extract from their marriage compact. P. T's mark is witnessed by Le Grain and Guesnon.

July 14.
2 pp.

Judgments of
Superior
Council.

Sr. Nicolas Henry, plaintiff, vs. **Sr. La Vergne**, defendant. Sr. La Vergne condemned to pay 2549 piastres on one side and that of 6282 livres, following his notes of the 12th and 15th of January and of February 17th and 19th and that it will be permitted to the said plaintiff to have seized, sequestered and sold all that may belong to Sr. La Vergne in his hands as well as in possession of Sr. Ancelain one of his associates as well as what is in hands of Sr. Gerard, the boat which is in the river and all that is in it at the risk and peril of whom it shall appertain, after the defendant shall have recognized the notes presented to him. Council orders defendant to pay 2549 livres

in Spanish Specie and 6282 livres in Colonial money as carried in notes of 12th and 15th of January, and to bear costs. Signed: By the Council.

"Chantalou, Clerk of Registry."

July 16, 1742. Notice served on Sr. La Vergne at his domicile and copy left him of the foregoing by Sheriff Lenormand.

July 22. 1 p. **Messrs. Daussant and Pery** submit a brief list of goods to be valued by Mr. La L. A few nautical items included. Proviso by Daussant on reverse page.
Marine Memorandum.

1 p. July 23, 1742. His account current with Mr. Gerard Pery.

Total statement, 13011½ livres. Parties agree on their mutual discharge herein.

July 24.

To enforce judgment rendered in Martinique.

Pierre Voisin, Attorney for Jean Pierre Daubermigny, merchant at St. Pierre, Martinique, and creditor of late Antoine Chapelet, requests judgment in execution of a ruling at St. Pierre, granting 1136 livres to said merchant against Chapelet. Let Mr. Henry who has charge of estate be cited to pay claim in funds current of Martinique.

Power of Attorney and other acts in above suit.

1. Mr. Jean Prat Daubermigny authorizes Mr. Pierre Voisin to collect 1136 livres from Chapelet, dated August 18, 1742.

2. Memorandum of obligation for 1136 livres; June 25, 1736.

3. Legal proceedings at Martinique almost effaced, and conjectured rather from context than from text itself. May 25, 1737—Jan. 17, 18, 1742.

July 26.

1 p.
Suit on note.

J. B. Lamer, alias Beaupré, of Illinois claims 302½ livres from Jacques de Compre, traveler due on his note of August 18, 1741.

Action allowed.

Aug. 3.

1 p.
Petition to probate will.

St. Martin de Jaurequibery, named as executor for late Andre Villeno, deceased on July 31, requests probate of the will of the deceased.

August 4, 1742. Procureur General Fleuriau orders will be declared good and valid for due execution.

Aug. 13.
Slip.

Order to
pay money.

Delapommeray begs Mr. Henry to have the goodness to settle the account of Mr. Potin, amounting to 4695 livres; which sum was remitted to D. by Mr. Le Bretton.

Aug. 23.
1 p.

Contract for
timber cargo.

Jacques Larche will furnish Captain Jean Couprie 500 pieces of cypress wood of described size at 6 sols a foot and will deliver the same alongside at N. O. during December next. Captain C. will pay after delivery.

Aug. 24. 1 p.
Suit on
open account.

Messrs. Assailly and Daunoy claim an old account of iron from Mr. Pery; to wit, 1952 livres for 4800 pounds of old iron.

Aug. 24.
6 pp.

Invoices and
powers of
attorney
regarding
merchandise
shipped per
L'Aimable
Suzanne from
Rochelle.

Contents of two chests of goods shipped by L'Aimable Suzanne, Captain Beausans, on account of Charles Le Roy, mate of said ship and of Jean Gallé tradesman at La Rochelle. Goods to be sold by Le Roy during voyage. Value of whole consignment, 8337 livres, 8 sols. Terms of agreement follow dated at La Rochelle, Feb. 18, 1741.

2. Power of Attorney: Mr. Gallé to Pierre Eymer, merchant at St. Pierre, Martinique, for collecting from Le Roy.

3. Receipt by P. E. to Le Roy, December 13, 1742.

4. Attestation of authenticity of copy, St. Pierre, Martinique, Feb. 6, 1743.

Aug. 25.
Slip.

Acknowledgment
of debt.

Baudmont, alias de Lauvy owes Louis Lavergne the sum of 146 livres payable on demand.

Memorandum on reverse, noting transfer of obligation. Aux Allemands, (blotted date of November, 1742. Daigle for

Aug. 28.
2 pp.

Resignation
of Mathurin
Dreaux tutor
of Miss Rivart.

Petition to Superior Council by Mathurin Dreaux, Militia Officer, acting as Curator of Miss Rivart, vs. Sr. Huchet, Ecuyer, Sieur de Kernion, husband of her mother, former widow of Antoine Rivart, father of Miss Rivart, a minor, stating that he had accepted the curatorship of said minor, intending that settlement be made amicably and without procedure. He considered it useless for Miss Rivart to be emancipated as her mother's pretensions covered all the movables and immovables of her

father's succession and 6000 livres, due her by him. Sr. de Caüe being her maternal uncle and Sr. Provenché her paternal cousin, it is more suitable that the curatorship be transferred to one of them, thereby discharging said Dreux; wherefore he prays that another family meeting be convened to elect another curator in the presence of the Procureur General of the King. Signed: Dreux.

Aug. 29. 3 pp. **Director Renault** of the St. Philip land grant in Illinois remonstrates over a ruling of the Council requiring said grant to pay the Company 158653 francs—and providing for attachment of property. On the contrary the Company owes an indemnity sum of about 200000 francs to land grant, therefore let witnesses be cited and also Mr. Prevost, Company's Agent, in order to clear up this business.
Approved: Salmon.
August 31, 1742. Notices served.

Sept. 6.
(23532)
3 pp. N. P.

Letter from
Montreal.

Letter dated from Montreal signed Hervieux, addressed to Madame de Chamilly, in answer to her letter of August 21 of last year. Received at the same time a letter from their sister, Sister St. Gertrude, asking for news of her. The youngest of his sons is a "Récollet" and was ordained a priest "on the Holy Trinity" and said his first mass the next day, and is now in Quebec. Mentions death of their grandson, Mr. de Coulanges, who died of small pox at La Rochelle. Sorry to hear that Mr. de Bienville was leaving for France; hopes that he left it, "so that you may have Bonne pay what he owes" said Hervieux and have him prosecuted "before all the judges." Ask to be remembered to Mr. de Grandpré and to his niece, Grandpré's wife and to all Madame Chamilly's children.

(Madame de Chamilly was Marianne Hervieux, a native of Canada.)

Sept. 10.
5 pp.

Testimony in
St. Philip
suit.

Witness Joseph Fossier and St. Martin Jaurequibery review the rather vague particulars and some goods of the St. Philip grant exported by brigantine St. Joseph, and never heard of again, so far as proceeds were concerned. St. Martin dates this expedition in

1719 while he was at the Isle Dauphine. Mr. Du Breuil Villars confirms datum of the year 1719 and adds that the brigantine was abducted to Havana by crew in mutiny: Spanish prisoners of war and French deserters. Uncertain to what extent St. Philip grant was loser. Jacques Larche, a native of Quebec, attests that wages (on all grants) were five livres per day for every kind of trade for white workmen in 1719.

Sept. 21. Slip. **Augustin Cao de Villar** has received of Captain Don Diego Mellen 80 piastres for two months rent of house and storeroom (cellar in French of reverse memorandum).
(Spanish)
Receipt from
Vera Cruz.

Oct. 11. 1 p. **Jean Rabalet** objects to delivery of sale proceeds belonging to Michel Bau and his wife until J. R. be paid 50 francs for a dugout which he lent to M. B. when he started for Natchitoches.
Suit for injunction
(dated from
Pointe Coupée.)

Oct. 13. **Joseph Fossier** claims 53 francs, from Mr. Gauvain, due on account of tar labor, or so much tar allowed negro workman.
1 p.
Suit for wages of laborers on tar. Action allowed; Salmon, and notice served.

Oct. 14. **From Mr. Trenaunay Chanfret** to dated from Pointe Coupée.
3 pp.
Letter. Noting prevalent fever, which Mr. has escaped, but not so the writer.
Further matter turns on legal business.

Oct. 18. **To wit** "three tin boxes containing lace, laden by me Elie Seignette of La Rochelle, on account of Messrs. L. Perdriau, Paul Seignette, Dujardin and myself, having a third interest each, on board the ship *Le Lion d'Or*, of this town, commanded by Mr. Elie Rasteau, to whom the goods are consigned for sale to the best of our advantage on his impending voyages" Notation of contents, on page 3, there is a separate account of Antwerp lace and a computation of Flemish and Dutch florins into francs.
3 pp.
Invoice of merchandise
(dated from
La Rochelle). Total invoice: 6360 livres, 12 sols, 6 deniers.
Goods receipted by Commander of the *Lion d'Or*.

Oct. 22.
1 p.

Invoice of
merchandise
(dated from
La Rochelle).

A small box likewise laden by Elie Seignette on board the *Lion d'Or*, commanded by Mr. Elie Nicolas Rasteau, for sale to best advantage of Messrs. Rasteau, Allard, Belin junior, and Elie Seignette. Contents are 8 gold watches at 200 livres each and 8 metal chains at 8 livres each; total 11664 livres. Receipted by Commander of *Lion d'Or*.

Oct. 22.
1 p.

Invoice of
Merchandise.

Goods in box BB, by *Lion d'Or*; consigned to Mr. Brulé at the Cape. Contents are striped taffety and Chinese taffety, one embroidered petticoat, two embroidered jackets; 19 pairs of silk stockings and 36 hats.
Total bill, 3885½ francs.

Oct. 22.
1 p.

Invoice of
goods. "In the
care of God"
("à la garde
de Dieu")

Goods which the undersigned has asked Mr. Elie Rasteau, commander of the *Lion d'Or* to carry for the writer on board said vessel. Articles of dry goods; total bill, 825 francs.

Oct. 29.
4 pp.

Mercantile
instructions.
(La Rochelle).

By Messrs. Rasteau and son the Elder, for guidance of Elie and Paul Rasteau. Reference to enhanced cost of hemp and canvas in consequence of drought. Destinations considered. Vera Cruz and coast of Campeche and Louisiana.

Tell Judge Salmon main object is to draw as much trade from Spanish parts to Louisiana; thereby to induce him to furnish drafts as needed. Remit part of proceeds by King's vessel if in port "at Louisiana." Keep about 10000 piastres on board the *Lion d'Or*, but if war be declared, keep only 8000. (Torn).

Oct. 31.
4 pp.

Sailing Orders.
(La Rochelle)
for the
Lion d'Or.

Instructions in regard to the course of the *Lion d'Or* from La Rochelle to La Balize and Vera Cruz and return. Cautions on careful trading-
Provisos on the propriety of paying respects to Viceroy of Mexico. Advice pertaining to Louisiana and New Orleans. Last page question of encountering undue delay from La Balise up stream. Much latitude is left to the discretion and prudence of those advised.

Oct. 31.

2 pp.

Suit for
deerskins.

Mr. J. Banco (Bancio) Piemont claims 503 deer-skins in parchment form weighing $1\frac{1}{2}$ pounds each (from 1 pound) from trader Blanpain, who should also furnish 20% of contract in addition, for failing to deliver goods in time.

Oct. 31. 1 p.

Suit for price
of merchandise.

Mr. J. Banco Piemont claims 2283 $\frac{1}{2}$ livres for goods, and a further item of 65 $\frac{3}{4}$ livres, due on a note, making total claims 2349 $\frac{1}{4}$ livres, from one Derbanne, settler at Natchitoches.
*(He signs Bancio Piemont.)

Oct. 31. 1 p.

Suit for price
of merchandise.

J. Banco Piemont claims 115 livres from one La Vergne, settler at Anse aux Outardes (Bustard Creek), due on goods.

Oct. 31.

1 p.

Invoice of
lace.

Six (card board) boxes by ship Lion d'Or, bound for Louisiana and Veracruz, on account of Messieurs Monteynemar and Sahuc de Planhol and consigned to Messrs. Elie and Paul Rasteau. Total bill, 2214 livres.

Goods receipted by E. and P. Rasteau.

Oct. 31.

1 p.

Invoice of
merchandise.

Lace, dry goods and notions, also some fine raiment, belonging to Mr. Salmon. He begs Me Helys Rasteau to have these goods sold for them in Spain at best advantage.

Total bill 2416 livres, 12 sols.

Nov. 1.

1 p.

Invoice of
merchandise.

Ribbon, shoes and silk stockings, by Lion d'Or consigned to Mr. Elie Rasteau, brother of the shipper, Madame Rasteau-Belin.

Total bill 267 livres; receipted by E. Rasteau.

Stockings and wristbands consigned by Mademoiselle Millet of the Cape to Messrs. Ratteau for sale on her account.

Total 1136 livres.

Nov. 2.

2 pp.

Invoice of
merchandise
(La Rochelle).

Box of Dieppe lace, consigned by Mr. Boisquet to Elie Nicolas and Paul Rasteau, Captain and second Captain of Lion d'Or.

Total bill, 1918 livres.

Goods receipted for sale or commission.

Nov. 3. 3 pp.

Invoice of
merchandise.

Dry goods and lace by the Lion d'Or on account of Mr. Bourguine and at his risk.

Total bill: 6031 livres.

- Nov. 3.
1 p.
Maritime
receipt.
(La Rochelle)
Bill of lading.
- Captain N. Rasteau** of the *Lion d'Or*, 400 Tons, has received of Mr. Bourguine a bale and a box of merchandise marked AA and Bi (one) packed No. 1, for delivery, 1 bale No. 1 for delivery to Mr. Barbin at La Balise. Item received Bill of Lading 50 livres, for freight. Printed form written entries.
- Nov. 3.
2 pp.
Letter regarding
cargo on
the *Lion*
d'Or.
- Letter** of Mr. Bourguine to Captain Rasteau of the *Lion d'Or*. Mr. B's goods are addressed to Mr. Barbin, Louisiana, because the Captain's ship is not going up to New Orleans. If Mr. Piemont, final consignee, be not at New Orleans, Captain R. will please to take charge for Mr. B. and sell the goods wherever expedient.
- Nov. 7.
1½ pp.
Letter on
same subject
as above.
- Letter** dated from La Rochelle stating that he has been kind enough to undertake to sell a case at the Cape to Mr. Bruslé, which contains merchandise not intended for this country, I pray to dispose of them, as if they were yours, I shall approve all you do. Advise me from the Cape in order to enable me to insure at least partly. As the hats are above the case and that it is the widest side, if without inconvenience you can leave it flat on this side I shall be obliged to you, for fear of the hats being badly creased. Signed: Robert de Hergen.
- Nov. 9.
2 pp.
Invoice of
merchandise.
- Goods** shipped by Messrs. Bellamy and Boisquet, on board the *Lion d'Or* and consigned to Messrs. Elie, Nicolas and Paul Rasteau Dry goods and notions; total bill 2235 livres, 7 sols.
Receipt appended.
- Nov. 10.
2 pp.
Judgment
rendered by
Superior
Council.
- Decision** between La Vergne and F. Gerald. Defendant (Fitz Gerald) shall pay La. V. 1413 piastres; also 25360 livres and 18 sols in Colonial money, within one month.
Seal of Judge Salmon.
Notice to F. G. by sheriff Lenormand, Nov. 21, 1742, and by Sheriff Chantalou on Jan. 23, 1743, when F. G. refuses and is warned of consequences.

Nov. 14.

3 pp.

Invoice of
merchandise.**Contents** of box addressed to Mr. Chevalier D'Aubigny.

Fine apparel, buttons, hat brims.

Total bill, 3977 livres.

Nov. 20.

2 pp.

Referee's
report.**Mr. D'Assailly** appointed to determine a debated account between La Vergne and Ancelain finds La. V. owing Ancelain a balance debit of 4922 livres, 5 sols, in piastres at 5 livres each. Mutilated and faded.

Nov. 21.

1 p.

Invoice of
merchandise.
(La Rochelle).**Bale** of goods in oil cloth laden by Rasteau firm on board the Lion d'Or on account of parties interested in ship L'Aimable Suzanne, Captain Baussan. Consigned to E. N. and Paul Rasteau for sale in Louisiana. Total bill, 506 livres.

Appended receipt.

Nov. 23.

2 pp.

Citation to
Louisiana
resident to
appear in
Court at
La Rochelle.**Suit** on an overdue promissory note. (La Rochelle).

1. Undersigned Ancelain will pay Mr. Poitevin the sum of 706 livres in May, 1740, for value received in good, Rochefort, April 7, 1739.

2. Ditto to ditto will pay 500 livres on May 2, next; value received in goods, Rochefort, April 7, 1739.

3. November 23, 1742. At instance of Mr. Poitevin, tradesman, at Angouleme, Mr. Ancelain is cited to appear before the "Judge consuls of the tradesmen of the town of La Rochelle," with reference to settling the balance debit, 906 livres, on the foregoing notes.

Nov. 26.

2 pp.

Suit for
balance due
for slaves and
for deerskins.**Marine Controller Le Bretton** claims 4436 $\frac{1}{4}$ livres from estate of late Mr. Bizotton, due on transactions in slaves and deerskins. Let Mr. Bernoudy, the deputy Attorney General at Mobile, be cited to pay.

Action allowed, No. 27, and notice served on Dec. 10.

Nov. 29.

2 pp.

Suit by ship
captain against
J. B. Prevost
for price of
wine.**Captain Elie Vignaud** of the ship Andromede of La Rochelle, claims 1200 livres of Company's agent Prevost for three casks of wine.

Action allowed: Salmon.

Subjoined remonstrance by Mr. Prevost. He took the wine at 300 livres a cask and has never for one instant refused to pay, being still ready to pay."

- Dec. 11. **Mr. Claude Trenaunay Chanfret** claims 568 livres plus, from Piemont estate, due on a note. Action allowed. Faded.
2 pp.
Suit on note.
- Dec. 11. **Pierre Bret**, tutor, submits a report of the receipts and expenses of the estate of Therese Bret, widow of Louis Assailly. Surplus credit, 442½ livres. Approved by Procureur General Fleuriau who leaves the tutor in charge of said surplus for minor children.
3 pp.
Estate account rendered.
- Dec. 12. 2 pp. **At the instance of Jacques Bartot**, alias Poitevin, Mr. Ancelin is again cited to pay the sum of 906 livres, together with Court costs, 3 livres and 11 sols within one week. Antecedent ruling dated Dec. 6, 1742.
Second citation on the case reported above (Nov. 23).
- Dec. 13. 2 pp. **Mr. Pery** claims 290 livres from Jacques Courriaux in Colonial money and also 10 piastres as shown by note.
Suit on note payable in Colonial money.
- Dec. 13. 2 pp. **Mr. Pery** claims 660 livres from Pierre Sebey, alias La Pierre, due on wine.
Suit for wine bill.
- Dec. 13. **Officer Charles Nicolas Taillefer** is bearer of four transferred notes payable by Mr. Roman to the total amount of 192 livres. Let Mr. R. be cited.
1 p.
Suit on notes.
- Dec. 13. **Officer Charles Nicolas de Taillefer** claims 86 livres, due on a note payable by Mr. Ignace Trepagnier.
Suit on note.
- Dec. 15. 2 pp. **La V.** to pay 4922 livres in piastres of 5 francs, plus interest. Seizure allowed. Costs on La V. Stained.
Decision between Ancelain and La Vergne.
- Dec. 15. **Decision** between Messrs. de Louboey, Lavergne, Bonil, Morzier and Ancelain, plaintiffs and F. Gerald, defendant. Council provides pro rata distribution between the several creditors of the sum in question: 25360 livres and 1413 piastres. Item in regard to two notes deposited with Recorder to sum of 5000 livres. Costs on defendant. Notices to F. Gerald on Dec. 17 and 26 and on Jan. 2, 1743.
3 pp.
Judgment of Superior Council.

Dec. 18.
3 pp.

Suit against
ship for
goods lost
in transit.

St. Martin de Jaurequibery, attorney for Mr. de Louboye, Commander at Mobile shows that a certain box of merchandise consigned to Mr. de Louboye by the Ship La Reine des Anges, Captain Pallio, was found missing on arrival of said ship, although the bill of lading calls for same box duly embarked. Let Captain Pallio be cited to produce the box or else pay value at Mobile rates. Notice served Dec. 20. Partly torn.

Dec. 26.
1 p.
Invoice of
merchandise
from Rochefort.

Goods by La Charente, commanded by the Chevalier d'Aubigny. Shipped by Mr. Brunel to Mr. Ancelain. Figures torn, written amount, 646 livres, 15 sols. Items are chiefly cambric and remnants and buttons. Ragged edges.

Dec. 26.
1 p.
Invoice of
merchandise
from Rochefort.

Goods shipped by Mr. Brunel to Mr. Ancelain, by La Charente, commanded by Chevalier d'Aubigny. Figures torn, stated in receipt: 5034 livres. Dry goods and notions. Ragged edges; portion worn away.

Dec. 28.
2 pp.
Suit for
a cow.

Georges Pogue (signature in German script shows Georg Bog), settler at Pointe Coupée, traded six acres of land with late Thomas Raymont for 100 pounds of meat and a cow. Meat was received but not the cow. Let Le Clerc, alias Belhumeur, the deceased's partner be cited to furnish cow or appraised value.

Dec. 28.
3 pp.
Remonstrance.

Louis Le Clerc, alias Belhumeur (Pointe Coupée) files objections against the Council's ruling, which constrained him to sell slaves of the late Raymond in satisfaction for debts. Le Clerc shows that he too is creditor in the case, besides his right in a deed of gift which R, bestowed on Marie Anne Le Clerc, his goddaughter and minor heiress. Privileged credit besought and some further concessions duly propounded.

January 15, 1743. Detailed statement of Le Clerc's claims. Referred to the Procureur General, who countermanded the sale of the estate negroes and orders outstanding creditors paid from proceeds of the plantation and slaves.

Dec. 29.
2 pp.

Invoice of
merchandise.

Consigned by unnamed shipper from Angouleme in charge of Chevalier d'Aubigny, per La Charente. Marks H. L. and F. R.

Contents are paper quoted by the ream and Spanish cards by the gross. Further 144 bottles of Malaga in five hampers at $1\frac{1}{2}$ livres a bottle. Total bill, 1615 $\frac{1}{2}$ livres. (With Dec. 29, 1742.)—Invoice of merchandise: A dozen embroidered jackets and accessories addressed to Chevalier d'Aubigny. Total bill, 1530 $\frac{1}{2}$ livres. Gold and silver trimmings; colors were yellow, silver, white, gold, pink, blue, cherry. (With Dec. 29, 1742.)—Invoice of Lace. Itemized bill in ells and livres. Total of "Box No. 8, 3134 livres. Total of three ditto, 1327 livres.

Dec. 29.

Invoice of
merchandise
(Rochefort).

Goods by La Charente, Chevalier d'Aubigny from Mr. De Lord at Bordeaux in care of Chevalier d'A. Mark: L. M. Silk goods and jackets; total bill, 6957 livres.

Dec. 29.
2 pp.

December 29, 1742. Consignment of assorted silks; total bill, 4542 livres, (page 1) item, 3713 $\frac{3}{4}$ livres (p. 2.) Shipped by Mr. De Lord in care of Chevalier d'Aubigny of La Charente bound for New Orleans. Mark: D. S.

Dec. 29.
6 pp.

Judgments
of Superior
Council.

Decision between J. B. Faucon Dumanoir and Jolly. Mr. D. nonsuited in his demands with the exception of some orange trees, officially rated at 371 $\frac{1}{2}$ livres.

Further Mr. D. shall pay Jolly the sum of 1500 livres for wages of past year plus 250 livres for his poultry and turkeys unduly retained by Mr. D. and in prejudice to Court ruling of past 18th of Sept. Parties nonsuited in other contentions. Costs on Mr. D. Jan. 15 and 23, 1743.

Dec. 31. 2 pp.
Memorandum
of court costs

Fees in suit between Dumanoir and Pierre Jolly, total, 260 $\frac{1}{2}$ francs. Receipted by Chantalou, for Mr. Henry to Mr. Jolly.

(To be Continued)

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INDEX TO THE SPANISH JUDICIAL RECORDS
OF LOUISIANA
XXI.

January-February, 1776.

(Continued from January, 1928)

By LAURA L. PORTEOUS

The records of 1776 are all in very bad condition and seem to have gotten the worst of fire and water, particularly water in the Baton Rouge Court House fire. Four of the records that were in the bottom of the box are hopelessly stuck together, the pages can not be separated and even if this were possible the mildew has completely obliterated the text. They will have to go into the index as four undecipherable records. There are many others in a very bad state, they crumble at a touch but at least the gist can be gotten out of them.—L. L. P.

January 9.
**Antonio Astier vs.
Luis de Calogne.**
No. 22. 9 pp.
Court of Alcalde
Pedro Enrique Derneville.
No Assessor.
Escribano, Andres Almon-
ester.
To collect a debt.

Antonio Joseph Astier claims a debt of 39 pesos which he has been unable to collect. He asks to have the note and signature verified. After much delay requiring citation proceedings de Calogne pays the note, when the original is returned to him. Costs taxed by Armesto at 9 pesos.

January 13.

**Testimony given by
witnesses for Maria Hary,
wife of Santiago Le Maire,
for the sale of a sloop.**
No. 13. 5 pp.
Court of Governor Unzaga.
No Assessor.
Escribano, Andres Almon-
ester.

The petitioner says her husband is absent and that she has a sloop named the St. Francis which she finds expensive to keep up. She asks that witnesses be called to testify to the absence of her husband and that she be authorized to sell. Petition granted. Narciso de Alva, Luis Boisdore and Miguel Roig y Girona each in a separate declaration testify that Santiago Le Maire has been absent, for

more than a year, from this city and that he left in this port a sloop named the Saint Francis and that during the time that it has been in this port it has not made any voyages because of its bad condition and for lack of equipment and that it is not able to earn enough to pay for its daily expenses. Unzaga orders a license to sell the sloop drawn up for Mrs. Le Maire. A marginal note says the act was drawn up on February 3, 1776.

January 18.

Succession of Catherine de la Fuente (de la Fontaine) Inventory and valuation of her estate.

No. 46. 313 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almonester.

A little succession causes a long and costly litigation.

This succession is opened in the usual way and as it is a testate one, the first entry of importance is the will dated January 4, 1776. A note says the testatrix died January 17 of the same year. In the will she declares her name is Catalina de la Fuente, daughter of Claude de la Fuente and Mariana Usofor (Marie Anne Hausse Corne) born in the city of Rey, Kingdom of France. She married Francisco Durzi (Durcy). Of this marriage she has living one son

Francisco married to Francisca Alary, who has already received about 700 pesos according to the receipt she holds. She goes into detail about the stipulations of her marriage contract and just what property she and her husband each had at the time.

The testatrix further states she contracted a second marriage with Juan Bautista Doriau (Durieux de Dupre) who is still living. Of this marriage her children are Juan Bautista unmarried, over twenty five years of age, Catalina married to Juan Robin, Julia married to Pedro Couturie, Maria married to Esteban de Quiñones, Felicite aged sixteen and Theresa aged thirteen, both unmarried. The children of the second marriage have received nothing.

To her second marriage, she brought all the property of her first marriage except what had been consumed in the education and support of her son, Francisco Durcy. Mr. Doriau (Durieux) brought nothing, nor has he contributed anything since. After her second marriage she received an inherited donation of 600 pesos from Mr. Lampilor, the public instrument by which she received it remains on file in the French Archives (a legacy from her grandparents). With this donation she received payment on a note. This money was received by her second husband.

She declares that her property consists in her dwelling house situated on Tolosa Street (Toulouse) a piece of land composed of quite five ordinary ground plots of 60 feet front each, one having a fronting on the Charity Hospital at the end of this street. She also owns seven slaves. She names Nicolas Lambert her testamentary executor and appoints her children by both marriages as her universal and sole heirs. She mentions a debt of 100 pesos money lent to her son, Francisco Durcy, for which she was security.

After the filing of the will, Unzaga orders the minors to name a curator ad lites within two days otherwise one will be appointed officially for them. Felicite and Theresa Durieux name Francisco Broutin, who accepts and qualifies naming Fernando Rodriguez his bondsman, who is accepted by the Court.

Thereupon Francisco Broutin asks to have an inventory and valuation made of the estate of Catalina de la Fuente naming Francisco Bigeon (Bijon) and asks that the other heirs be ordered to do likewise. Francis Bijon qualifies as appraiser for the minors. Pedro Cowley is named as attorney for Pedro Couturier acting for his wife, Julia Durieux, Juan B. Durieux of age, Esteban de Quinones for his wife Maria Durieux also acting for Juan B. Robin, absent, who represents his wife, Catherine Durieux and all parties agree to the making of an inventory and valuation of the estate. Francisco Durcy absent from the city has already appointed Leonardo Mazange his attorney to represent his interests. Unzaga orders the inventory taken and an appraisement made of the property left by Catalina de la Fuente.

The estate consists of house furnishings, wearing apparel, slaves, real property, described as five ground plots fronting on the garden of the Charity Hospital adjoined one one side by Toulouse Street and on the other by St. Louis, valued at 40 pesos. A dwelling house also on Toulouse Street adjoined on one side by one called Rose and on the other by Pedro Mariehan with thirty five feet front with a hall and one simple chimney, three rooms, a closet and a storage room covered with shingles, a kitchen fifteen feet long with a chimney, besides cabins for the negroes all constructed upon a piece of land 60 feet front by 90 deep estimated at 300 pesos. Papers consisting of the inventory made at the time of Francisco Durcy's death, dated January 5, 1743. The marriage contract between Francisco Durcy and Catalina de la Fuente, dated April 16, 1736, receipts, notes, etc. The inventory and valuation having been made the interested parties ask to have it approved and that all be ordered to abide by it. Unzaga rules that with the consent of the parties he approves the inventory and condemns them to abide by it.

The heirs then ask for a sale of the effects belonging to the succession. Broutin as curator for the minors in asking for the sale calls attention to the fact that among the papers inventoried was the copy of the inventory made at the time of Francisco Durcy's death, the deceased's first husband and the father of the absent heir. It appears from this that the house in which Catalina de la Fuente died belongs to Francisco Durcy and for this reason does not belong to the testatrix' succession. He therefore asks that in the sale to be made this house be excluded. This petition is sent to Leonardo Mazange, Durcy's defender, and all of the heirs of age agree to it. Unzaga rules as requested.

The three calls for the sale are then made on March 22, 26, and 30. Before the date for the auction sale is set, Leonardo Mazange, Francisco Durcy's defender sets forth that there are some slaves that will not go at their just value as the harvest is just over and the neighbors have not the ready cash to buy them. He thinks it would be advantageous to sell them payable

next harvest, in other words sell the slaves on credit and the movables for cash. This suggestion meets with the approval of the Court and the other heirs, provided that those who buy the land and slaves on credit, payable next October, give sufficient bond and to the entire satisfaction of the escribano. The Court then named Monday May 13, as the day for the auction. The entire estate is offered for sale and adjudicated to the highest bidder. An item worthy of note is the sale of the five lots facing the garden of the Charity Hospital between Toulouse and St. Louis, Pedro Moris offers 30 pesos for the five lots and Juan Suriray bids 5 more. The two bidders continue to out bid each other by 5 pesos until the bell rang when the bidding stood at 50 pesos offered by Moris, the five lots were then adjudicated to him.

Broutin asks to have the papers inventoried filed with this suit. Petition granted. The first is the copy of the proceedings to settle Mr. Durcy's estate made on the order of Mr. Salmon. Therein it is stated that a curator must be appointed for the widow who is a minor, and enciente, and for her child to be born. A family meeting is held to elect a curator and subroge tutor (special tutor) for the minor widow, which is composed of Etienne David Jannot maternal half brother of the minor. Dumas called Lempileur (her step-father) Claude Renaud called Avignon, Nicolas Brantan, George Teson, Joseph Le Court, Etienne Durantay, Jacques Dupre and Nicolas Adam. They name Etienne David Jannot, Curator for the minor and special tutor for the child to be born. An inventory, and estimation of the estate is made consisting of household effects, wearing apparel, provisions, tools, implements, title, deeds, papers, slaves, etc. Among the papers is a copy of the marriage contract dated April 16, 1736 which is noted below.

The marriage contract of Francois Durcy, son of Jean Durcy and Francoise Galaisse, native of Blaye or Blaijy, Archbishopric of Bordeaux, Parish of St. Sauveur, with Catherine Fontaine, daughter of Claude Fontaine and Marie Anne Hausse Corne, at present wife of Gilbert Dumas called Lempileur, a minor, native of New Orleans. The sponsors for the groom were Raymont or Reighmont Amiault, Esquire, Mr. Dausseville, formerly a member of the Superior Council, Andrew Joseph Cordeau, Mr. Bery and Jacque Douteau. Those for the bride were her mother and step-father Mr. and Mrs. Dumas, Jacques Ozenne and Hubert Harang.

The remainder of the papers are receipts, notes etc. bearing various dates from 1739 to 1775.

Francisco Broutin attacks the inventory made of Francisco Durcy's estate which amounts to 3570 pesos 5 reales and claims that 255 pesos must be deducted from it in this manner, 135 pesos for the first 16 entries as errors because they are duplicated later and the other 120 remaining because this sum is for

the appraisement of a negro named Guy, who according to Catalina de la Fuente's declaration had died, therefore his valuation must be deducted from the body of the estate. According to a receipt filed she paid her son Francisco Durcy 1543 pesos, 7 reales, in this manner, 743 pesos, 6 reales in effective money; 200 pesos for his father's funeral expenses and 600 pesos which she gave in part payment for his legitimate patrimony.

After attacking various other items and entries in the inventory Broutin alleges that Durcy, the son should be made to pay his mother's estate 1380 pesos for board and lodging for his wife and three children who came from Illinois in June of 1764 and lived in the house of the decedent, who maintained, clothed and cared for them up to the present time. They contributed nothing to the household expenses. This pension ceased on January 16 of this current year with the death of Mrs. de la Fuente. This board bill has been regulated very equitably at the rate of 10 pesos a month for Mrs. Durcy and the children as well as for Mr. Durcy himself, whenever he came down from Illinois and remained in the city, living in his mother's house while here, three, four, and five months at a time. He therefore prays that in part payment for this bill the order be given to seize the house that has been adjudicated to him.

This is sent to the other heirs. Mazange as Durcy's defender is the first to answer, saying that Catalina de La Fuente having married a second time there are two communities. In order to avoid law suits with increasing costs, her will should be fulfilled and executed in all it contains. If his client owed his mother for board for his wife and children she would have declared it when at the point of death so as not to injure her children of the second community, on the contrary she stated in her will what he owed her making his debt clear by his notes that were in her possession, which she said amounted to about 700 pesos. According to her will her first husband brought to the community, the house and inheritance included in the inventory. By the axiom of law, *paterna paternis* this must be subtracted from the mass and also the rent for the said house from his father's death with interest. For what concerns the preciput with which his mother wished to pay her son his own paterna it must be included in the mass that remains, belonging to the second community which will be divided among the maternal co-heirs in equal parts. Certainly the house, inheritance and rent which belongs to him as his proper patrimony may be drawn from the mass without any confusion, the rest will be divided into two equal parts, one for the heirs of the second community and the other for his client, observing that he is entitled to inherit the one-seventh part of the second community as his mother's heir with his maternal brothers and sisters. He prays Unzaga to order a division made in conformity to what he has expressed.

The other heirs have still other suggestions to offer and attacks to make and ask to have Mazange's claim on Durcy's behalf excluded as they are badly founded and will only multiply costs and cause further loss to the estate which is in reality very small. They ask that the Court order done as the minor's curator has asked.

As the interested parties are hopelessly at odds in the matter of how the succession should be settled, Unzaga orders the case to be admitted to proof. The first to be published is that of the minors. Broutin presents an interrogatory to be answered by witnesses, regarding the prolonged visit of Mr. and Mrs. Durcy and their children to Catalina de la Fuente's house. These are answered by Nicolas Love, Jean Bautiste Maroteau and Pedro de Verges. all declare under oath that in 1764 Mrs. Francisca Alary Durcy and her children arrived here from Illinois and that Francisco Durcy came about a year later. They were asked if Mrs. de la Fuente with all of her family and that of her son came down from Illinois in 1764. All answer in the affirmative. If Francisca Alary Durcy and her children went to live in Mrs. de la Fuente's house. All say "yes". Have not Durcy's wife and children been fed, educated, clothed and treated medically from that year until her death without paying anything. All answer "yes." Broutin then presents a receipt drawn by the deceased Francisco Durcy in favor of Lempileur for the part of an inheritance that came to his wife from her deceased father dated 1737. A certified copy of this receipt is filed and is to the effect that there were present, Francisco Durcy and his wife Catherine Fontaine, who authorized it after having been shown the inventory made before a notary on March 30, 1731. and also the marriage contract drawn up between Mr. Gilbert Dumas called Lempileur and Mariane Hausse Corne, mother of the said Fontaine. Mr. and Mrs. Durcy acknowledge to have this day received from Gilbert Dumas called Lempileur 475 livres for which the recipients declare themselves satisfied and acquit Mr. Dumas of this sum.

Durcy's proofs are presented by Mazange, consisting of an interrogatory of four questions, to be answered by Messrs. Dubois and Lambert, merchants, and Widow Delorier, namely:

1st Q. Is it not true that they have rented a house belonging to the succession of the late Francisco Durcy?

A. Mr. Lambert, "yes."

A. Esteban Careble called Dubois, "yes."

A. Mrs. Jeanne Delorier "yes she has rented the house."

2nd Q. Is it not true that they paid 120 pesos a year?

A. For about fifteen years the house was rented at 120 pesos a year, and that he Lambert, lived there about two years and a half.

A. Dubois, "Yes for fourteen or fifteen years the house was rented at 140 pesos (120) a year paid for in paper money and that he had rented it for three years.

A. Mrs. Delorier, She lived in the house two years and paid a rental of 120 pesos a year.

3rd Q. Let them say how many years they have made their residence in the house and at what time?

A. Messrs. Lambert and Dubois refer to their above answers.

A. Mrs. Delorier says that Nicolas Lambert and Estevan Dubois likewise lived in the house.

4th Q. If they know of any others who have rented the house, at what time and for how long?

A. The three witnesses know of no one else but themselves who have rented the house.

Francisco Broutin reviews the case and persists in claiming that expenses for board, lodging, education, clothing, medical treatment, etc., for Mrs. Durcy and her children for the time they spent with Catalina de la Fuente should be deducted from Francisco Durcy's share of his mother's estate and that the house adjudicated to him as belonging exclusively to his father's estate be returned to the mass. Mazange refutes this argument saying that the rent ought to be paid to Mr. Durcy for the time that his mother lived in the house and as to board this claim can have no place because he arranged this account with his mother as appears from his notes in this suit. He has paid for all repairs made on the house. The claims for payments made on pages 85 and 88 can not be entered in the debit because there are no documents drawn up in due form to prove them.

This petition is received by Governor Unzaga, December 6, 1776 and is ruled on by Bernardo de Galvez, January 14, 1777, to the effect that in the petition made by the minors' curator. His Lordship says that he must declare as right the instance made to claim payment for the expenses for food provided to Francisco Durcy's wife and children by his mother and in consequence he orders that within the second day he come to an agreement with Catherine de la Fuente's children by her second marriage with a warning that if he does not an estimation will be made. In consideration that the house in which the deceased died has not been adjudicated as said, and that the interested parties be notified of this so that they may use it for their rights. Assessor's fees 6 pesos.

Francisco Broutin says that by the last decree, Francisco Durcy was ordered to come to an agreement with the other heirs on the matter of board and lodging. They have conferred and treated with him on this subject but he does not wish to acknowledge the obligation in any way or form. He asks that the decree be put into execution and that Governor Galvez will appoint some one to estimate the costs of the support received by four indi-

viduals for the time that may be considered as 12 years and a half that they were nourished by Mrs. de la Fuente, and that as the house was not adjudicated to Durcy it must be returned to the common mass of the estate and be called and sold at public auction. Both petitions granted.

Francisco Durcy presents a certified copy of the act of sale by which his father acquired the house from Guillaume Bousqueral, called Sans Facon, dated February 4, 1734, and sets forth that the Court has ordered the heirs to come to an agreement with him over food. This claim can have no place because it has been paid for with the interest of his property that his mother has always held in her possession without giving him any account of it during the time that elapsed from the dissolution of her community with his late father who died in 1743. It was also ordered by the foregoing decree that the interested parties be notified to use for their right the claim that they hold against the house in which his mother lived, upon this point it must be observed that this is his as it will appear from the foregoing public instrument that his late father bought the house in 1734, two years before his marriage, and can not now be considered in the second community without prejudice to him as his father's sole and only heir and that he does not owe anything to the succession or very little. The house belongs to him together with the rent from 1743; that his mother has always spent on the children of the second community to his injury and prejudice. He asks that the claim made against him by the other heirs for food be excluded and that the house be ordered adjudicated to him and the succession be condemned to pay him for the rental of it from 1743.

The heirs of age say they do not offer any objections to the adjudication of the house to Francisco Durcy for the price placed upon it in the first inventory that was made at the time of his father's death and that he be confirmed in it. The marriage contract between his father and their mother will serve to verify a division of the property of the first marriage. Moreover there appears the 600 pesos that were in his father's possession belonging to their mother together with furnishings that he also received which she inherited from her parents, which she mentions in her will. They ask the Court to consider the food consumed from their mother by their half-brother and his family during the twelve and a half years they made their home with her, and further request that he be silenced because of the support received and their mother's poverty. She would not have permitted her children of the second community to suffer nor deprive them of their legitimate rights, as she mentions in her will what her oldest son has received as appear from his receipts. There is an added plea, so as to avoid costs in the multiple notifications to be sent to the interested parties, that it please the Governor to order one notification sent to the minor's curator as they have united with him, all having the same interests.

Francisco Durcy answers saying that of the four individuals spoken of as consuming his mother's food, three are small, the oldest is only 7 years old, the second four and the youngest an infant at the breast at the time they lived with his mother, and for this reason the the food consumed could not have been so very much that it would not have been covered by the rental of the house at the rate of 120 pesos a year, the succession owes him much on this entry alone. They wish to deprive him of his just rights alleging that they are not opposed to adjudicating the house to him at the price of its valuation, as if this were the question and as though they had not seen his title to ownership. According to his father's marriage contract, and the instrument presented on page 114 (Mr. and Mrs. Durcy's receipt to Mr. Lempileur for 600 pesos from the La Fontaine estate) the children of the second community can not claim their rights from their mother for more than the one third of 815 livres, the other two-thirds should not be considered in the community. He therefore prays that he be put in possession of his house which is his own paternal estate, and that the heirs' claim for the food consumed by himself and family be excluded, as it is not founded and was compensated for by the interest on the property which ought to be delivered to him from the date of his father's death. He has only received on account for this accumulated interest a certain sum of pesos in the year 1764. He asks that the succession pay him the rental of the house from 1743 with all the rest of his rights that belong to him in the division of the property.

Galvez on Odoardo's advice rules that since the parties have not come to an agreement over the food consumed by Francisco Durcy's family, notify them that within one day they must name arbitrators and if they fail to do so one will be named for them.

Leonardo Mazange, defender of Francisco Durcy, says that in fulfillment of the foregoing decree he has looked everywhere to find an arbitrator without success and that as his client is about to return to the city within a few days he asks that he be allowed to name his own. For this purpose he asks that they be conceded fifteen days time for the appointment.

Galvez on Odoardo's advice rules: Let eight days be conceded and when that time has passed an arbitrator not having been named, let Don Andres Lopez de Armesto regulate the price of the food that is reclaimed, but before doing this he must take oath in due form. Manuel Andres Lopez de Armesto qualifies and on May 3, 1777, appraises the food consumed by the Durcy family in this way; "reflecting upon the most suitable points, I am of opinion, regarding the dissolution of the first community of which no division was made of the property. It is very probable that Durcy's family contributed for their part as may be proven, as also concerning the repairs of the house of the de-

ceased and it is to be presumed in a man who makes voyages to Illinois. It seems to me that the family of the city Durcy ought not to be charged more than 4 pesos a month for his food for the twelve and a half years."

Filed just after this appraisalment is a certified copy of the account of the partition of the succession of Gilbert Dumas called Lempileur and of Marie Housse Corne, his first wife. (mother and step-father of Catalina de la Fuente) made by Mr. Hardy de Boisblanc in his capacity as attorney for vacant estates, stipulating for the heirs of the late Mr. Dumas called Lempileur and Mr. Jean Baptiste Durieux called Dupre resident of Illinois as having married Catherine Fontaine, Widow Durcy) daughter of the deceased Claude Fontaine and of Marie Hausse Corne and Etienne David her first husband. This partition is dated March 3, 1762.

This copy is presented by Francisco Durcy who sets forth that in virtue of a foregoing decree the records of the case were delivered to Andres de Armesto, as arbitrator of this cause, to sentence it and as in these records it does not appear who has received his mother's dowry he presents the data on the division by which it is evident that Juan Bautista Durieux called Dupre, his mother's second husband received all the rights belonging to Catalina de La Fuente and that in consequence he alone owes the amounts claimed by the co-heirs with the exception of the receipt given by his father already presented in these proceedings. He prays that the claims of the co-heirs against his father's estate be excluded because they are not compatible with the dower rights although his mother may have expressed it in her will. He also prays the Court to order as he has requested in his foregoing petition. This is ordered sent to the other interested parties.

It is answered by Francisco Broutin who says that as it appears by the division presented that Juan Baptiste Durieux received the legitimate paternity of the deceased Mrs. de la Fuente he does not offer any objections to the deduction of the 600 pesos that by a clause of her will she declared that her first husband, Francisco Durcy had received saving the right of recourse for his minors against "whom and how best suitable to them."

Galvez on Odoardo's advice rules: in the plea brought forward by Francisco Durcy on page 145 against clause 5 of Catalina de la Fuente's will over the declaration that she made of a receipt of 600 pesos by her first husband together with the explanation made by the the minor's curator, His Lordship says he must declare and did declare the said clause as inofficious ("done at an improper time and not in the manner prescribed by the law.") In the part that is reclaimed and in consequence he ordered that the guardian of the estate give an account and sworn statement of the property left in his possession.

Nicolas Lambert files 115 vouchers and proceeds to give an account and sworn statement which appears as:

Credit	2178 pesos	5 reales
Debit	69 pesos	7½ reales

2108 pesos 5½ reales

This he presents and asks to have approved and that the interested parties be ordered to abide by it. This is sent to the interested parties.

Leonardo Mazange acting for Francisco Durcy and Francisco Broutin as curator for the minors both declare themselves as satisfied with Nicolas Lambert's account and sworn statement and ask its approval by the Court agreeing to abide by it, and that a schedule for the partition of the two communities be made and that the costs of the case be taxed by Andres Armesto.

Galvez on Odoardo's advice rules: with the consent of the parties he approves the account and sworn statement produced by Nicolas Lambert of the property left at the death of Catalina de la Fuente and in consequence he condemns the parties to abide by it and orders Andres Lopez de Armesto to make the necessary division who before doing so must accept, take oath and must likewise tax the costs of the case. Armesto qualifies.

Nicolas Lambert inserts a petition asking that in the taxation of costs it be ordered that his rights as testamentary executor be considered and regulated accordingly.

Armesto taxes the costs at 167 pesos, 1½ reales on June 2, 1777, and on the tenth of the same month proceeds to make a partition. He first makes a division of Francisco Durcy's estate which amounts to 2866 pesos. This is divided into two parts. Francisco Durcy, Jr., receives 1433 pesos. The other 1433 pesos is added to the deceased Catalina de la Fuente's estate. Armesto next proceeds to a partition of her estate. The amount to be distributed is 2206 pesos, ½ real, which must be divided into seven parts among Francisco Durcy, Pedro Couturier for his wife Julia Dupre, Juan Robin for Catalina Dupre, Esteban de Quinones for Maria Dupre, Juan B. Dupre, Felicitas Dupres and Thereza Dupre, giving each one 315 pesos, 1 real, 7 maravedi.

This partition is ordered sent to Francisco Durcy and is opposed by his attorney and defender as prejudicial to his interests, and he sets forth point by point in just what way they are prejudicial. This argument is contested by Francisco Broutin representing both the minor and major heirs of the second community. Galvez on Odoardo's advice rules that the heirs must abide by the partition made by Armesto and that Durcy must pay the costs of these further proceedings.

Francisco Durcy is thoroughly dissatisfied with this division and the last ruling and asks leave to appeal his case to Havana. This petition is sent to the other interested parties and Francisco Durcy makes his petition to the Superior Tribunal of Ap-

peals in Havana against the definitive sentence pronounced by Governor General Bernardo de Galvez rendered on the advice of Cecilio Odoardo which he considers prejudicial to his rights. Galvez orders Durcy to draw up the argument of his case for presentation before the Court of Appeals in Havana.

In the mean time Francisco Broutin opposes this plea for an appeal. Galvez on Odoardo's advice rules: that he must hear and does hear freely the cited recourse for this reason he has interposed and in consequence orders that no innovation be made and that the records be delivered to Durcy so that he can express his grievances.

Broutin continues to oppose the appeal which he says is made only to prolong litigation and further reduce the value of the succession by costs which is prejudicial to the minors.

Francisco Durcy then presents his argument that is to be sent to the Court of Appeals in Havana. It is sent to the interested parties and still further opposed by Francisco Broutin saying that they have considered an amicable adjustment of the difficulties pending between Francisco Durcy and the rest of the heirs which would be more useful and suitable to his minors and not prejudicial to their interests. He prays the Court to receive information from witnesses upon this particular and done authorize him so that he may be able to settle the disputed points in this affair for the benefit of his minors. The Court orders the information received. The witnesses testifying are Juan Carriere and Salmon Mallines who both say that they most certainly think that the adjustment that the curator asks to have made would be more for the benefit of the minors than to continue the law suit. Galvez on Odoardo's advice rules that with the merits which result from the foregoing information His Lordship says he must authorize and does authorize Francisco Broutin acting in the name of the minors to settle the dispute with Francisco Durcy and the rest concerned in the form most useful and advantageous to them.

Thereupon Leonardo Mazange acting for Francisco Durcy and Francisco Broutin acting for the minors and the other heirs of age acting either for himself or for his wife agree to compromise by arbitration and ask to have Juan B. Garic draw up a new schedule of partition. Mazange agrees to withdraw the appeal. Galvez on Odoardo's advice orders Garic to make the new division. He must be notified to accept and take oath. Juan B. Garic qualifies and on October 11, 1777, makes a new partition, according to his calculation, of the de la Fuente estate and how it should be divided among the 7 heirs. The amount to be distributed is 1474 pesos, 7 reales, 25 maravedi, this gives to each one 210 pesos, 5 reales, 19 maravedi. Galvez on Odoardo's advice rules: Let this partition be confirmed which has been pronounced by Juan B. Garic and in consequence let it be complied with and

executed. A taxation is made of these last proceedings by Manuel Andres Armesto on October 16, 1777 at 28 pesos, 6 reales. This sum is to be paid by one half each for Francisco Durcy and the other one half by the 6 co-heirs.

Note: Thus ends one of the most mismanaged settlements of a succession found so far in the Spanish Archives.—L. L. P.

January 24.

**Widow Gerard vs
Cadet Portal.**

No. 3710. 11 pp.

Court of Governor Unzaga.
No Assessor.

Escribano, J. B. Garic.

For the return of certain
papers.

Catalina Bernuchaud, Widow Gerard, living in Cap Francais, Santo Domingo, sends her procuration from there dated July 29, 1775, appointing Leonardo Mazange to act for her in New Orleans. He sets forth in a petition that Cadet Portal must deliver to him some notes, accounts and papers mentioned in the procuration or their

full value. The second exhibit is Portal's receipt for these various papers dated May 5, 1774. She claims he has made many attempts to procure these without success and asks that if he fail to do so now he be put in prison until the settlement of this suit. Unzaga orders Mr. Portal to return these papers within fifteen days as he has confessed to have received them in his receipt and failing to do so the full amount of these papers will be demanded and collected from him.

This decree was evidently obeyed because the record ends with the letters, notes, bills and accounts mentioned in the receipt.

January 31.

**Juana Catalina Dubois
asks to have witnesses
called to testify to the
purity of her blood.**

No. 1777. 19 pp.

Court of Governor Unzaga.
No Assessor.

Escribano, Andres Almon-
ester.

The title of this case is misleading. There are several on the same order in the Spanish Archives all apparently brought with a view to prove legitimacy of birth of the interested party and the lawful marriages of both parents and grand-parents where Church records have been lost, none kept, or when otherwise impossible to procure these birth and

marriage certificates. The interested party takes proceedings to have witnesses called who have knowledge on the subject to give the necessary testimony.—L. L. P.

It is a proceeding in rem to perpetuate the evidence on a fact that can be proved by such evidence in the absence of records.—Editor Quarterly.

Juana Catalina Dubois's petitions that she desires witnesses called to give testimony on the purity of her blood and good habits. The questions to be answered are as follows:

- 1st. Q. Is it not true that she is the legitimate daughter of the lawful marriage of Gabriel Joseph Dubois and Luisa Isabel Bonier or Bauniere. That she had resided with them during their marriage which was solemnized by the Church and that she lived with them in their house and was called their daughter by them?
- 2nd. Q. Is it not true that Gabriel Joseph Dubois was the legitimate son of Gabriel Dubois and Maria Villar and that during their marriage which they contracted ecclesiastically they have nursed, educated and fed him in their house and family and called him son and that the above-said is her father and they her grand-parents?
- 3rd. Q. Is it not true that Dona Luisa Isabel Bauniere, her mother was the legitimate daughter of Andres Bonier and of Maria Baunier who were lawfully married before the Holy Church and that they nursed, educated and fed her in their house and family and called her daughter and that they are her grand-parents?
- 4th. Q. Item if they know that the said gentlemen and ladies, her parents and grand-parents and the rest of her antecedents in the paternal and maternal lines are Christians pure of all bad races of Moors, Jews, Mulattoes and Indians, if they are recent converts, if they have been charged with crimes, or put in penance (called before the Inquisition) and if she has not always had a good reputation for habits and purity of blood?
- 5th. Q. Let them declare from common and public knowledge, general rumor and reputation?

When these declarations shall have been made let the originals be delivered to her to use for her convenience. This petition is signed "jan quatterrine Dubois ve. de lalande ferriere." Unzaga orders the testimony taken.

The witnesses questioned are Pierre Henry Derneville, Chv. de St. Louis, Guido Dufossat and Gaspard Joseph Duplessis who answer in this manner.

- 1st. A. They know Juana Catalina Dubois who is the legitimate daughter of the lawful marriage of Gabriel Joseph Dubois and Luisa Isabel Bauniere which they contracted according to the rites of Our Holy Mother, the Church, and that they had seen her born having been present at the time in her parents house who had always nursed and fed her and called her daughter.
- 2nd. A. Gabriel Joseph Dubois, father of the petitioner is the legitimate son of the lawful marriage of Gabriel Dubois and of Maria Villar and that they nursed, fed and called him son and that these were his parents.
- 3rd. A. They say it is also true that Luisa Isabel Bauniere, the mother of the petitioner is the legitimate daughter of the

lawful marriage of Andres Bauniere and Marie Bauniere and that they nursed and fed her in their house and family and called her daughter and were her parents.

4th. A. They know and it is evident that Juana Catalina Dubois through her paternal and maternal line is held as noble and pure of all bad races of Moors, Jews, Mulattoes and Indians nor have they been recently converted to Our Holy Faith nor been placed in penance and that she has always exercised herself in virtuous acts without having given the least cause for censure in her state and neither her parents nor her grand-parents have ever been prosecuted for crime and they have had the best reputation, exercising the employment with which persons of quality distinguish themselves.

5th. A. They say that all that they have deposed is from common and public knowledge and general rumor and reputation, and is evident to the witnesses because of the many times they have entered into the house of the forenamed and held communication with them.

After receiving the testimony of these three witnesses Unzaga rules: Let the information that Juana Catalina Dubois has produced be shown to the Syndic Procurator General so that he may set forth what may be suitable.

The Syndic Procurator General, Guilome Boissaux in the form of a petition sets forth that on sight of the information that has been given for Juana Catalina Dubois he says that the testimony is in conformity to the knowledge that is held of the paternal and maternal lines of the petitioner and that no objections are offered that a record be made of her legitimacy, cleanliness (of blood) commendable circumstances and good conduct and in consequence he prays His Lordship to authorize it and order as prayed, dated February 6, 1776.

Unzaga rules: with the merit which results from the foregoing information given by Juana Catalina Dubois for the purity of blood, life and morals with the explanation by the Syndic Procurator General His Lordship says that he must approve and does approve in as much as it has place in law and for its better validation and force he interposes his authority and judicial decree and he ordered that the original be delivered to her with the certifications that she asks, she paying the just and due fees. (Signed) Unzaga.

Donation inter vivos to the petitioner.

This ruling is followed by a certified copy of a notarial act which reads:

Know you to whom this letter comes that I, Don Manuel de Armesto, resident of this city, declare that in remuneration for benefits received from Juana Catalina Dubois and to the effect that she can contract matrimony in conformity to her estate and quality and in order that it serve her for a dowry, of my own will, in the best form and according to law, being certain

and well informed for my part, I draw up for the present and I make a gift and donation good, pure, perfect, complete and irrevocable that the law calls *inter vivos* to the said Juana Catalina Dubois of two thousand five hundred hard pesos which makes fifty thousand reales of vellon for her and her heirs and successors of this sum from this day of date for all times. I dispossess myself of my property and I cancel any claim or right to ownership that I have in it and cede renounce and transfer it to the above named Dona Juana and her heirs, so that when the letter of nuptial contract arrives I obligate myself by a bond of security and guarantee for the said two thousand five hundred hard pesos; and I swear by God, Our Lord, and a Sign of the Cross in conformity to law that I will not say nor allege anything contrary to the donation and that I have not made protestation nor reclamation to the contrary and if I should become liable to debt I will not use it and I will not ask absolution nor remission from this oath to which with justice I can and must give it and if at the hour of death it would be conceded to me I will not use it under penalty of perjury and to decline in case of less value and I declare that I am more than twenty five years of age and that I am sufficiently competent for my requisites and I give the power that may be required to the forenamed Doña Juana in order that she ask insinuation (exhibition of a public instrument before a judge) of this donation before a competent judge in a necessary case. That from this hour I give her as insinuated and for the security and force of which I obligate my present and future estates and I give as inserted the guaranteed clause (the clause which empowers the justices to cause it to be executed) and I renounce the laws in my favor with the general that prohibits it. Witnesses present to the making of this instrument in writing. I, the said Juana Catalina Dubois accept in my favor this donation that the above mentioned Don Manuel Andres Lopez de Armesto makes and I give him thanks for the benefit conferred. In testimony whereof this letter is dated in the city of New Orleans on the ninth of February of the year one thousand seven hundred and seventy six. The contracting parties of whom I, the Escribano attest I am acquainted thus authorize and sign, the witnesses being Fernando Rodriguez, Pedro Cowley and Augustin M. (the remainder of the name lost.) here present. (Signed Manuel Andres Lopez de Armesto, Juana Catalina Dubois. Before me Andres Almonester y Roxas, Notary Public.

Juana Catalina Dubois sets forth that she has been given a copy of the written document that she now presents with the necessary solemnity by which Don Manuel Andres Lopez de Armesto has made her a donation of two thousand five hundred hard pesos which makes fifty thousand reales Vellon and in order that it remain secure and irrevocable she asks the Court to interpose its authority and judicial decree.

Unzaga rules: Considering the foregoing donation made by Don Manuel Andres Lopez de Armesto, His Lordship says he has

had as insinuated (the written act exhibited before him) and for its better validation and security he interposed and did interpose his authority and judicial decree and orders that she be given the testimony of the witnesses that she has asked for, she paying the just and due fees.

The record ends here and is in very bad condition. It is so worm eaten and water soaked it falls to pieces at a touch. Much of it is almost undecipherable.

February 1.

Permission given to Luisa Francisca Plassan to sell 18 negroes.

No. 1. 4 pp.

Court of Governor Unzaga.

No Assessor.

Escribano, Andres Almonester.

The petitioner says she has many debtors who wish to bring executory proceedings against her. As these suits would involve costs and expenses she asks to be conceded permission to sell eighteen of her negroes, named Francisco and his wife Juana, Victoria, their daughter, Janton, also a daughter with a tiny little boy,

Nicolas, Marta, Augustin, La Punta, Bona and his wife Valentine Ja (worm eaten) neta (supposedly Jason and Juaneta) and their two children, the negroes Guillermo and Antonio. Unzaga grants permission to sell and orders the three public calls the first two of which are made on February 1st. and 3rd. The record ends here.

February 7.

Information for the legitimacy and purity of blood vita et moribus given for Dona Margarita Vils. (Wiltz).

No. 23. 14 pp.

Court of Governor Unzaga.

No Assessor.

Escribano, J. B. Garic.

See similar case January 31.

Margarita Wiltz sets forth that it is convenient to her to have information given on the purity of her blood and good habits ad perpetuam, rey memoriam. That the witnesses that she will present who will be of use to her will swear in due form of law and will declare by the tenor of the following articles:

- 1st. Q. Is it not true that she is the legitimate daughter of the lawful marriage of Juan Luis Wiltz and of Maria Dohl and that they had her during their marriage which they contracted according to the rites of the Church and that they nursed and fed her in their home and family and called her daughter and she called them parents?
- 2nd. Q. Is it not true that Juan Luis Wiltz, her father, is the legitimate son of the lawful marriage of Juan Teodoro Wiltz and Christina Sofia Francken and that they have, during their marriage contracted in the face of the Church, nursed, educated and fed him in their house and

family and called him son and that her said father referred to them as her grand-parents.

3rd. Q. Is it not true that Maria Dohl, her mother, was the legitimate daughter of Andres Dohl and of Anna Barbara Fetiguenin and that they had her in legitimate marriage which they contracted according to the order of Our Holy Mother, the Church and that they nursed, educated and fed her in their house and family and called her daughter and that her mother called them her grand-parents?

4th. Q. If they do not know that she, her parents and grand-parents and the rest of her antecedents both paternal and maternal are old Christians pure of all bad races of Moors, Jews, Mulattoes and Indians, and that they are not recently converted, nor have they been prosecuted for infamies nor crimes, nor made to do penance, but on the contrary have always enjoyed a good reputation for their habits and purity of blood?

5th. Q. Let them declare from common and public knowledge, general rumor and reputation? (Signed) Margueritte Wiltz.

Unzaga orders the witnesses called who are Nicolas Forstall, Francisco Maria de Reggio and Charles Fred. Darensbourg who answer:

1st. A. Marguerita Wiltz, resident of this city, is the legitimate daughter of the lawful marriage of Juan Luis Wiltz and of Maria Dohld who were married according to the rites of the Church and they saw her born as they were present at her parents house at the time, who nursed, fed and called her daughter and she is born of those parents.

2nd. A. It is true that Juan Luis Wiltz, her father, was the legitimate son of the lawful marriage of Juan Theodoro Wiltz and of Christina Sophia Francken and that they nursed, fed and called him son and that he is of those parents.

3rd. A. It is true and evident that Maria Dohl, her mother is the legitimate daughter of the lawful marriage of Andres Dohl and Anna Barbara Fetiguenin who in like manner nursed and fed her in their house and family and called her daughter and she is of those parents. And it also appears that the said Juan Luis and Juan Theodoro Wiltz and Christina Sofia Francken are born of forefathers in Heisenak in Saxony; Maria and Andres Dohl and Anna Barbara Fetiguenin were born and from forebears of Lugar de Franckendall and that the petitioner was born in this city and that the last have been residents settled in it who have been employed in labors for the King in the time of the French Domination.

4th. A. They know and it is evident that Margarita Wiltz on her paternal and maternal line is distinguished by her quality and held for her purity of blood from all bad races of Moor, Jew, Mulatto and Indian. Her ancestors are not recently converted to Our Holy Mother, the Church, nor have they been put in penance. She has always exercised herself in virtuous works without having given the least cause for censure in her state and neither her parents nor her grand-parents have ever been prosecuted for crime and have had the best of reputations exercising their employment with what persons of quality distinguish themselves.

5th. A. They say that all that they have deposed is from common and public knowledge and general rumor and reputation and is evident to the witnesses because of the many times they have entered into the house of the forenamed and held communication with them.

When this testimony is received Unzaga orders it sent to the Syndic Procurator General of this city and he, Guilome Boissaux, on February 13, 1776, sets forth at the sight of the information that has been given for Margarita Wiltz he says that the testimony is in conformity with the knowledge that the public has of the paternal and maternal line of the foresaid petitioner and of her good circumstances and conduct and in consideration of which may it please you to authorize and order as she prays.

Unzaga rules: Whereas with the merits that result from the foregoing information given for Margarita Wiltz for purity of blood *vita et moribus* with the explanation by the Syndic Procurator General, His Lordship says he must approve and does approve it in as much as it has place in law and for its better validation and force he interposes his authority and judicial decree and orders the originals to be delivered with the testimony that she asks, she paying her just and due fees. The record ends here.

February 9.

Fernando Rodriguez vs.

Mr. de Villers Jr.

No. 26. 5 pp.

Court of Governor Unzaga.

No Assessor.

Escribano, Andres Almonester.

To verify a note.

The plaintiff states that the defendant owes him 757 pesos on a note, the date of maturity of which has past but he has been unable to collect and asks to have the said note verified. Mr. de Villers is in Natchitoches and Mr. Rodriguez asks to have a despatch sent to that Post with the original notes ordering and empowering the Commander there to take the defendant's declaration acknowledging the debt. The despatch is ordered issued and sent. A copy of this petition to be made together with the original notes

attached to this record. A certified copy of the notes ends the proceeding.

February 12.

**Testimony to be given
for Maria Hanny, wife of
Santiago Lemaire for a
permit to sell her
dwelling house.**

No. 14. 1 pp.

Court of Alcalde Derneville.

No Assessor.

Escribano. Andres Almon-
ester.

ville rules: Receive the information that this party offers and done let it be delivered to her. This ends the record.

The plaintiff says her husband is absent and she does not know where he is or when he will return. He has left some debts contracted by notes that have matured and that she is threatened with executory proceedings that will involve considerable expense. She asks to be authorized to sell her house and to do so it will be necessary to call witnesses to testify to her husband's absence. Derne-

February 16.

**Pedro Morins vs
Nicolas La Mata
(La Mothe)**

No. 30. 5 pp.

Court of Governor Unzaga.

Escribano, Andres Almon-
ester.

No Assessor.

To collect a debt in mules
for tobacco.

The plaintiff says that it appears from the notes he presents that Nicolas de la Mata, a merchant of Pointe Coupee, owes him 21 mules in payment for 300 rolls of tobacco from Natchitoches. The time of payment has past and though he has tried various times he has been unable to collect. He asks to have a despatch sent to the Commander of the Post including the original notes authorizing him

to take the defendant's declaration acknowledging and verifying them. Unzaga orders the despatch sent to Baltasar de Villiers and a copy made of the notes to be filed at the end of this proceeding. This decree is carried into effect and the copy of the original notes ends the record.

February 15.

**Alexander de Clouet
vs. Pablo Lahoxais**

No. 3713. 7 pp.

Court of Governor Unzaga.

No Assessor.

Escribano, Andres Almon-
ester.

To collect indemnity for
the death of a slave.

Chevalier Alexandro de Clouet sets forth that a negro belonging to Pablo Lahoxais (also spelled Lahounay, La Houjet, and Lahouway, probably intended for de la Houssaye) named Souma, has killed his negress named Mariana, who had cost him 300 pesos at the time of purchase. He asks to be indemnified to this amount or have her replaced by another just as

valuable. Mr. de la Houssaye being absent from the city, but represented by Henri Desprez, he petitions to have the agent

summoned to answer his demand. Nicolas Fromentin reports, May 9, 1776, that he delivered the records of the case to Mr. Desprez. There is still no answer to the suit. The plaintiff then asks that his opponent be declared in default. Unzaga rules: Let Henrique Desprez be notified that the power that has been conferred upon him will be substituted in case he does not answer and that he will be removed from the continuation of this cause with the warning that the lack of defense on his part will end in prejudice to him. The record end here.

February 19.

**Santiago Voisin,
Testamentary Executor
of San Martin, (Mr de
Saint Martin de Jorry
Guiberry) vs Luis Cezar
(Cezaire) Le Breton.**

No. 8. 50 pp.

Court of Governor Unzaga.

No Assessor.

Escribano Andres Almon-
ester.

To foreclose a mortgage.

The record opens with a certified copy of the act of mortgage, acknowledging the debt of 20,000 livres on the estate of Charmeaux in France, dated April 22, 1765, which the plaintiff presents, saying that it will appear from this instrument that he is owed, in his capacity as testamentary executor and guardian of the estate left by Mr. St. Martin de Jauriguibery 4,000 pesos. He has been unable to collect this money. He has

heard that Mr. Le Breton has sold the place in France, although it is mortgaged. It is convenient to his right to seize a sum of 2,000 pesos or thereabouts that is due Mr. Le Breton by Luis de Launay as a remainder of a larger amount which he owes in accordance with a definitive sentence rendered by Governor Unzaga in favor of the defendant. He asks for a writ of provisional seizure of this amount.

Unzaga on Odoardo's advice orders this sum seized provisionally. Nicolas Fromentin, deputy sheriff, reports that he went to Mr. de Launay's plantation, three leagues above the city, other side of the river, accompanied by the escribano, where he questioned the former if it was true that he had in his possession 2,000 pesos belonging to Luis Cezaire Le Breton. He answered that as a remainder on account he owes 1,000 pesos, only, which have already been seized by His Lordship's order and because of this decree he has obligated himself to hold them at the disposition of the Tribunal and to show them promptly on demand and for their security he has pledged his person and present and future estates.

Failing to collect the debt due the Jauriguibery succession in this manner, Santiago Voisin then asks for a writ of execution against any or all property owned or left by Luis Cezaire Le Breton in this Province up to the sum of 4,000 pesos its one-tenth and costs. This second writ is ordered issued and served by Fromentin who reports that he went to Luis Le Breton's plantation situated three leagues distant from the city where he

requested Don Francisco Joseph Le Bretton, son and agent empowered by the defendant demanding that he pay the 4,000 pesos. He did not pay the debt nor point out anything that could be seized. The 1,000 pesos due the Le Brettons having been seized already he left this execution opened to be carried into effect when suitable.

This action brings the Le Brettons, namely, Francisco Joseph Le Bretton and Margarita Luisa Victoria Le Bretton into the suit who answer saying that a writ of execution has been issued against their father's property to collect a certain debt supposedly due. All the property their father owns here is not sufficient to pay them their maternal inheritance, therefore they oppose this claim and ask to have this suit excluded. They ask to have the records of the case delivered to them. They then present a certified copy of their father's declaration, dated May 1, 1765, of the settlement and state of his affairs in Louisiana and also an extract of the inventory of his wife's estate (Marguerite Chauvin de la Freniere) when he was obliged to return to France.

They also present a certified copy of an instrument to the effect that Luis Cezaire Le Bretton, Counsellor of the Court of Monnies in Paris, Charmeaux, Basseau and other places is obliged to return to France to follow his occupation and is forced to leave in this colony considerable property and funds that he acquired in community with his deceased wife Margarite Chauvin de la Freniere now divided with the minor children of this marriage. This instrument contains an account of the family meeting called which appointed Mr. de la Freniere, his children's maternal uncle, as their tutor ad hoc to receive and debate the accounts rendered by Mr. Le Bretton. An inventory was made at Charmeaux, October 24, 1750 by Mr. Duplessis, Counsellor of the King commissioned to make it together with the Notary at the Bailliwick Dauxere.

Francisco Joseph Le Bretton acting for himself and his sister sets forth that in accordance with the document on page 2, Voisin has a special mortgage on the estate called Charmeaux in France, only, and has no right to present himself in Governor Unzaga's Tribunal, but should take action in the Courts in France instead and ask for execution there against Charmeaux. He thinks his agent there will be satisfied. They protest against his suit here and for all costs caused or to be caused. They are privileged creditors against their father for 11,245 pesos, 2 reales their share of their mother's estate as appears from a decree of the Superior Council a copy of which they have presented. They ask that this suit be excluded and the embargo removed from the 1000 pesos Mr. de Launay owes them and that he be ordered to pay this sum to them and that furthermore all the property belonging to their father be seized provisionally in their favor until they have been paid their full shares of their maternal inheritance.

This is sent to their opponent who fails to answer for three months. They then ask that he be declared in default and his suit without place and that the embargo be raised from the 1000 pesos owed to them by Mr. de Launay and that they be paid 1043 pesos, 4 reales and that their opponent pay costs caused or to be caused. Unzaga decrees that the plaintiff is in default and orders him notified that he must go on with his demand with a warning that failing to do so the embargo will be raised from the 1000 pesos that have been seized, declaring this executory process as of no value as has been solicited by this party.

Voisin thereupon answers saying that in response to Francisco Le Bretton's petition what he has declared in it is false. His opponents will have to agree that his client holding a mortgage upon the land of Charmeaux, his father should not sell it as he has done and transferred it to Mr. De L'Hormel (De Horner or De L'Hommer) and that he can not avail himself of this sale as he has received during the year just past 2043 pesos, 1 real in payment for the rights that he reclaims today. Besides this the decree of the Superior Council also has no force because his father has given another account in France which has been approved by the heirs. According to this account nothing is owed to them. By executory law that results in his favor it is convenient to his right to place an embargo on all of Luis Cezaire Le Bretton's property and that they inventory and appraise it and what will result will be paid to his credit. He therefore asks to seize all of Luis Cezaire Le Bretton's property up to 4000 pesos, its one tenth and costs with a reservation for the other sum which he owes on his notes which are not now in his possession and also the interests that result in his favor with costs. The proceedings taken in France were without results. This is sent to the opposition.

Mr. Le Bretton answers for himself and sister, saying: that if Mr. St. Martin holds a mortgage (as declared) on the lands of Charmeaux, that have been sold, his empowered agent will have to make the necessary proceedings to collect his payment and he ought to be paid, but he holds no mortgage on the plantation and negroes that remain in this colony and that do not belong to their father except in community with his children of whom there are minors and that it will be a very great prejudice to them to sell this abovesaid property. He deceives himself very much when he says the account has been approved by the heirs and minors. They have the right to examine and contest it in all until the entire payment is made of what must be collected for them from their maternal property and for which their father's estate must answer notwithstanding the debts that he may have contracted after his marriage, which he must pay himself from his own estate. He asks Voisin to explain why his father should be called upon to pay in two different Tribunals and why the estate of the said minors should pass into the hands

of strangers. He therefore prays that Voisin's claim be excluded and that the embargo placed on the money in Luis Piot de Lau-nay's hands be raised as he has already requested in a previous petition and that his opponent be condemned to pay all costs caused or to be caused. Unzaga rules that this suit must go on trial within nine common days.

Proceedings along the line of trial were begun but never finished as the litigants decided to compromise their suit on Oc-tober 9, 1776. In a petition signed by both parties they say that they are in accord, Voisin having received the sum asked in this suit and that Le Bretton has agreed to pay costs incurred in this Tribunal besides those in the Kingdom of France. They pray that these proceedings be declared as null and cancelled and that the costs be taxed by Andres Armesto. (Signed) Voisin (Signed) F. Jh. Le Bretton D'Orgenoy. Unzaga rules that with the consent of both parties these proceedings are broken off, made null and cancelled and that the costs will be taxed by Manuel Lopez Armesto to whom this duty is entrusted. Before so doing he must accept and take oath. The costs will be satisfied in conformity to their agreement. Armesto qualifies.

The remainder of the folio from pages 35 to 50 are taken up with the Proofs of Santiago Voisin against Luis Cezaire Le Bretton and the Proofs of Francisco Le Bretton against San-tiago Voisin. These are of no value to the proceedings as the par-ties have compromised their case. There is no taxation of costs filed with the record.

February 21.
**Testimony given for
Joseph Perret for
his emancipation.**
No. 3728. 5 pp.
Court of Alcalde de
Villiers.
No Assessor.
Escribano, J. B. Garic.

The petitioner presents his bap-tismal certificate, dated from The Church of Saint Charles of the German Coast, March 15, 1760, by which Father Barnabe, Capuchin Missionary Priest declares that he baptized Joseph, born November 22, 1759 of the lawful marriage of Alphonse Perret and Marie Anne Pugeol. The god-parents were

Joseph Fossie, cousin-german and Marie Pougolle (Pugeol) an aunt. He then sets forth that he is in his seventeenth year as will appear from the above certificate and is by his conduct and morals capable as is required to govern and administer his prop-erty, which is now in the possession of Antonio Marmillion and Joseph Masson, as he can prove by the necessary testimony which he asks to have admitted and if the result conforms he prays that his property be delivered to him. Chevalier Francisco de Villiers orders the testimony taken from the witnesses as peti-tioned. These witnesses are Antonio Marmillion, Nicolas Fro-mentin and Juan Suriray La Rue each in a different declaration testifies that they know the petitioner well and that he is of

good conduct and capable of administering his own affairs although not yet twenty five years of age. As a result of this information, de Villiers rules that in conformity to the foregoing information he must and does emancipate the person of Joseph Perret and in its consequence he gives him the faculty to receive and to administer his legitimate property that comes to him from the division that is made of the estate of Juan Perret, his grandfather and all the rest that from any title or reason may come to him. This ends the record.

February 28.

**Maria Juana, a negress,
Juan Suriray's slave
petitions that her master
draw up her letter of
emancipation at the price
of her valuation.**

No. 16. 11 pp.

Court of Governor Unzaga.
Assessor. Cecilio Odoardo.
Escribano, Andres Almon-
ester.

The petition after hearing on
the law alone is denied. See
the case next below.

Marie Juana, a slave, sets forth that she presented herself verbally in His Lordship's Court demanding that her master give her her freedom at the price at which she would be estimated and that Governor Unzaga ordered it executed as she had prayed. This freedom has been denied to her and her master has removed her with violence to his father in law, Juan Dubourg's plantation, so as to prevent her from making use of her rights that are necessary to her. They confined her with prisoners and as she wished to

submit her case to arbitration she escaped from confinement and from the cruelty with which she was treated and has come to the city to entreat the fair administration of justice that His Lordship distributes. In consequence may it please the Court to order her master to give her an act of emancipation in due form and to this effect she be appraised by persons that Governor Unzaga may name and that just as soon as this is done she will deliver the sum at which she will be estimated. This money has been advanced to her by a person who wishes to take her out of the captivity in which she is held. Unzaga orders this petition sent to Mr. Suriray, but as he fails to answer, Maria Juana engages Pedro Ignacio Cowley to represent her and in a second petition tells a still more distressing tale of her sufferings. She says that a copy of her demand was given to her master and that twelve days have now passed and he has made no answer. She asks that he be declared in default and that His Lordship will name an intelligent person who will proceed to appraise her at her just value with the assistance of a second appraiser who will be named by her master and done an act of emancipation will be drawn up for the sum at which she will have been estimated. In case her master does not wish to execute this, let His Lordship interpose his authority and judicial decree and declare her free in accordance with justice for reasons by general act and right as follows:

- 1st. Her master bought her when he was a bachelor and that she served him as his only household slave the public might think that she had secret information that she might divulge. Her master having married he wished to give satisfaction to the public and to her mistress, they gave her bad treatment, both one and the other punishing her with extreme cruelty. They denied her the recourse that for charity is conceded to all slaves, namely to go to look for masters more to their liking. Her master does not wish to accept 250 pesos, the price at which he bought her.
- 2nd. That if she gives the price at which she will be estimated her master can not and must not deny her her liberty nor is there a law to the contrary. Weighed in the balance of Divine Law which is in her favor, no Christian is obliged to remain in captivity as she, herself, is exposed continually to punishment where through suffocation or desperation she might die. She goes on with her plea stressing the corporal works of Mercy etc., asking for her freedom from her cruel master. Unzaga rules that Juan Suriray must answer the petition sent to him which contains this party's demand, with a warning that in his default the decree that corresponds will be given so as to put a stop to prejudice.

Juan Suriray de la Rue, sub-lieutenant of Militia of this city answers, saying: that he submits himself with due respect to the verbal order which was given to him the day before and responding to his slave's petition he wishes to explain conditions. His negress and slave has no right to exact her liberty. It is not a question of her state which has always been that of slavery but in her case she wishes to remove herself from his possession so as to enter that of an Englishman with whom she is in collusion, he does not know for what purpose. It is not necessary to defend himself against any action that is alleged. In the laws of Spain there is no obligation for the master to free or alienate a slave or to destroy his property. It may be observed in the Black Code V. Municipal Ordinance of His Excellency Count O'Reilly which orders, and His Majesty approved, that the master is the absolute owner of his slaves as well as his other property with the faculty to free and to dispose of them at his own free will. Upon this subject up until today there is no contrary example. In consequence he rests his case upon the justification of His Lordship and has nothing to do but to hope for his justice.

March 26, Unzaga on Odoardo's advice rules: Let the decree on page 1 be revoked and the rest that may conform to it and in consideration of the criminal suit that Don Juan Suriray prosecutes against an Englishman, Juan Kins (Jenkins) and the mulattress, Maria Anna, it appears that his slave, Maria Juana has persisted in running away. And besides this she may have

entered into his (Jenkin's) possession when she asked a permit from her master to give her her freedom to continue this cause which has been directed only to surprise this Tribunal. Notify the said Suriray of this decree so that for an understanding he make it clear that his slave is a fugitive. Let him take all the proceedings concerning his solicitude and make his declaration in the Governor's office, he paying the costs of the process with reservation. Assessor's fees 2 pesos. Taxation of costs 72 reales.

A marginal note on the last page states that a copy of this suit on thirteen pages has been given today, September 3, 1776.

February 28.

Juan Suriray de la Rua v. Eduardo Jenkeins of the Ship Louisiana.

No. 3733. 315 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, J. B. Garic.

A suit to recover damages for inducing a female slave to run away and for harboring her thereafter.

This case begun before Governor Unzaga was not concluded when he retired from office. It was resumed before Governor Galvez and decided by him in favor of the defendant upon the legal advice of Don Guillermo Veranes, a lawyer in Havana to whom the Governor referred the record in the absence of Odoardo, the Assessor for Louisiana under the regime of Unzaga.

The preceding case of Maria Juana seeking emancipation was also referred to the same assessor, who decided it in favor of the slave citing a Royal Cedula as authority for this ruling but Glavez refused to follow that advice holding that the Cedula was applicable only to Cuba and that Louisiana was governed by the General laws of Spain which did not permit an enforced emancipation.

The plaintiff in the Jenkins case petitioned for an appeal from Galvez' decision to the Superior Tribunal of Appeals at Havana and to the Supreme

It opens with the petition of Juan Suriray to the Governor General alleging that his negress, Maria Juana presented herself before His Lordship Wednesday last explaining that she wished to be sold offering 450 pesos for her pretended liberty. Petitioner questioned her as to who had provided the money that she offered. She answered, it was an Englishman Juan Kins (Jenkins) who lived in Francisco Murphy's house and that this money was delivered to a free mulatress named Mariana Deslattes who was entrusted to make all the proceedings in the name of the Englishman. He went to interview this gentleman asking him if he wished to free the petitioner's negress. He answered no but to buy her for a servant to be of service to him and that he would not give more than 450 pesos for her.

After reflecting petition concluded that all these proceedings were brought to suborn his slave and in order to secure her person he put her in prison, but she escaped on Saturday night and he does not know where she is. He therefore asks that the Englishman and the free mulatress be seized and detained because they are responsible for the loss of his slave.

Council of the Indies in Spain but Galvez refused this petition and the case ended in the Louisiana court.

The issue of fact here involved was the recovery of damages for inducing plaintiff's female slave to run away and for harboring her, she being a fugitive, but the parties expanded this narrow issue by counter charges of moral laxity of each toward the slave and the testimony of this is of such a character that the translator thinks it should be left in the obscurity of the Spanish text.

Aside from this, the record is full of local color and is an admirable example of the Spanish system of pleading and prosecution in Louisiana after the new rulers succeeded in ousting the procedure of the preceding case.—Editor Quarterly.

In a second petition he asks to have witnesses called to give certain information necessary to his cause and that their be declarations be delivered to him. These responses of these witnesses (Andres Bodaille, Mariana Deslattes, the mulattress, Clement Lequete, and Jacques Hollier) concludes the summary investigation and their testimony indicates a cause of action against Mariana Deslattes, a free mulattress and Eduardo Jenkins for having secreted Maria Juana while she was a fugitive from her master. The petitioner asks a seizure of their property and the petitioner asks that they be held in prison until they produce his negress and that they be condemned to pay him for his

losses together with the costts.

Unzaga on Odoardo's advice rules: issue a writ of arrest against Juan Kins and Mariana, embargo and sequester the property of both, making this arrest evident by a certification of the warden of the prison and let the Lieutenant (Governor) go there to receive their confessions to whom he entrusts this duty. Assessor's fees 2 pesos. They succeed in apprehending the mulattress, but Jenkins, who is a ship captain, takes refuge on his ship so as to avoid arrest, but he left two trunks at the house of Francisco Murphy which are promptly seized. As Jenkins had carried off the keys of the trunks the sheriff put his seal on a paper band across the locks, and immediately according to the law of embargo delivered them to Joseph Ducros, the depository general who obligated himself to hold them at the disposition of the Court.

Later the trunks are opened under order of Court and an inventory made of their contents, as follows:

In the first trunk thirty pages of maps or geographical dictionaries.

Item one oblique flute marked J. Masson, London.

Item another flute marked Calep and a package of feathers.

Item one case of scissors with three clasp knives and another with two razors and two leather strops.

Item two other strops to sharpen the razors.

Item a little red diary copy book and another of marked paper.

Item another blank book with a black ribbon with a red cover, another old blank book.

- Item one bundle with two razors, one pair of scissors, one knife for powder, two tooth brushes and one case of scissors with ivory handles the said bundle red with green ribbon.
- Item two watches without cords appear to be of copper, a steel chain with two seals; one of crystal with three faces and another of red stone, one steel neck piece for stocks or neck cloths, one iron pincers to cut the nails, one stone, one pair of copper eye glasses.
- Item one black leather ink stand.
- Item one instruction book for the oblique flute.
- Item a small box of tooth powder.
- Item three pairs of lace ruffles.
- Item seventeen shirts marked "E. I" (J) another marked "Captain Jenkins on a piece of linen.
- Item seventeen pairs of silk stockings of different colors, marked and numbered Captain Jenkins and four pairs of white woolen stockings, one head pillow marked "E. I".
- Item two pairs of sheets marked "E. I" one head pillow likewise marked "E. I", one pair of trousers without marks.
- Item two napkins marked "I".
- Item one sponge, eight silk handkerchiefs, different colors.
- Item nineteen thread and cotton handkerchiefs, different colors.
- Item one suspensory and two head-dresses.
- Item two pairs of gloves one kid, the other thread.
- Item two black silk cravats, joined together.
- Item two blue silk sashes.
- Item two woolen night-caps and one piece of woolen goods.
- Item one pair of long trousers.
- Item one suit of Chamelet, trousers and cape, both old.
- Item one small box with some plaster or patches for the face.
- Item there were found many papers that they were unable to understand as they are in English. These have all been enclosed together in one sheet of paper that they have sealed until some other thing is ordered.
- In the first purse opened they found one hard peso.
- The second trunk contained the following:
 - First twenty three hard pesos of eight reales.
 - Item eight sheets of Dominions or Geographical Dictionaries.
 - Item one book entitled Memoirs of Louisiana and on the first page there was "Jenkins".
 - Item another book of Dissertations upon the Plants of America.
 - Item six shirts marked Captain Jenkins "E. I".
 - Item two stocks, three head-dresses.
 - Item two pairs of white silk stockings marked Captain Jenkins and one napkin marked "I".
 - Item one dark blue "Bergot" rain coat.
 - Item one woolen waist-coat, without sleeves, another, the same but of dyed cotton, one red satin vest, one dyed cotton waist-coat, one green woolen rain coat.

- Item a suit of Queens velvet with vest and two pairs of trousers, manufactured in Peru.
- Item one brown cloth vest and trousers.
- Item a suit of white cloth with blue silk vest trimmed with lace.
- Item a cotton suit with vest and trousers.
- Item a brown colored cloth suit, vest and trousers.
- Item a pair of cotton trousers, another pair of dyed cotton ones, another white duck, another blue wool, another the same, black silk with holes bored in the leather trimming.
- Item one cotton bed blanket, and two old pairs of linen trousers and one brush.

The foregoing inventory was taken in the presence of Lieutenant Governor and Auditor of War, Cecilio Odoardo, commissioned by the Governor General, and of the escribano of the cause at the house of Joseph Ducros, Depository General, together with Leonardo Mazange, attorney for the plaintiff. The two trunks and their contents were left with Ducros, the depository general.

Mariana makes her confession as the law requires after which her release from prison is ordered by Unzaga on Odoardo's advice. There is no mention of any seizure of her property. Thereafter she appears merely as a witness and not as a co-defendant.

Eduardo Jenkins through Francisco Broutin his attorney files an answer to plaintiff's petition he says he is a retired Captain of Infantry, 112th Regiment in the service of His Britanic Majesty and a resident of this city. His adversary in their civil and criminal quarrel lacking the Fear of God and the proper respect for Royal Justice has presented himself in this Tribunal by means of a petition, dated February 28 of this year, bringing grievous charges against defendant's honor and reputation, accusing him of hiding a fugitive slave, named Maria Juana. What motive would he, a transient in this Province have for such an act.

When he came to this city he accepted Francisco Murphy's hospitality as is the custom among all nations. He left two trunks at his host's house containing wearing apparel, for his own use, some papers and money. While visiting his friend the negress came to him full of fear and terror proposing to him that he buy her, telling him how afflicted and miserable she was at her master's house and how she wished to be taken away from him. For these reasons, after the woman had informed him of her qualities and circumstances and the facts that had brought it about, she spoke to him in this manner: "Sir, you see me so unhappy with my master, on account of an accident that happened at his house, and because a cat had carried off a turkey that had died he wished to have me given one hundred lashes each day. Fearing his cruelties that he always shows to me I wish to leave his services and have come to see if you will have the charity to buy me."

He says that he consulted Andres Bodaille about the qualities of the negress and what would be the price to offer for a good domestic like her. He was told from 400 to 450 pesos. It seemed to him that the negress could be of domestic service to him, but not knowing her master and not wishing to come in contact with him he gave the money to Mariana Deslattes, a free mulattress, in whom he had confidence, and commissioned her to attend to the transaction for him. Thereupon Mr. Suriray de la Rue came to see him about the matter, he extolled the slave's good qualities and demanded 600 pesos for her. This price seemed to him excessive so he refused to pay more than the 450 pesos he had given Mariana for the purchase. The owner not wishing to accept this offer, went away.

Without the knowledge of defendant, the mulattress and the slave went to Governor Unzaga's house to petition him to order Mr. Suriray, her master, to sell her for the price offered. All this was done entirely without his knowledge or consent and the result is that a law suit has been brought against him with all its attending circumstances. His opponent called witnesses to testify against him. Andres Bodaille answered as he has quoted that their conversation had been upon the value of negro slaves in this colony. Mariana's answers to the interrogatorio were that he had gone to her house to beg her to take the money to the Governor so as to obtain an order to buy Maria Juana, she may or may not have made this declaration of her own free will. The other witnesses told of the two women's visit to the Governor.

He asks His Lordship to compare these statements with the summary testimony presented by Suriray who ascribes to him the enormous crime of hiding his negress when she is naturally given to running away and has many other vicious propensities which her master knew of yet he has been permitted to petition for and obtain an order for the petitioner's arrest and a sequestration of his property and also Mariana's arrest, and to further make a demand for indemnification for 200 pesos as days pay for Maria Juana while she is a fugitive, 600 pesos the purchase price he places on her together with all the costs of the case. Plaintiff considers himself defrauded by defendant, but instead of Jenkins having wronged Suriray, the latter has insulted and calumniated the former, and it is Suriray who should be arrested and his property seized. He asks the return of his personal property from the trunks which is absolutely necessary to him.

On the subject of Maria Juana he gives further information rather derogatory to the plaintiff. He says he has since been told that the negress has many bad qualities, she is a thief and has been a fugitive before, her master is well aware of this fact which may be corroborated by consulting the notarial acts. The slave was Suriray's concubine until his marriage. Since the marriage she has been running away from her master, but before that

time she never did so. Therefore it will be seen that Suriray proceeded with malice, wishing to cheat him by selling a slave with such bad habits and so many defects, for the exorbitant sum of 600 pesos although only three years before she cost but 200 pesos as may be verified from the act of sale.

Suriray answers this petition by accusing Jenkins of going to the prison on the 9th. of this month at about 10 o'clock at night with a rope ladder to effect her escape. The negress could not have procured this ladder without his assistance as it is made of a kind of rope not like any sold in this country. After breaking jail she went to him and he has secreted her ever since. Jenkins, of course denies the rope ladder charge and calls it a new calumny aimed against him. Unzaga cuts short these charges and counter charges by ordering the case to go on trial within nine days.

Jenkins says it will be absolutely necessary for him to have the contents of his two trunks to make his defense. The return of this sequestered property is opposed by Suriray unless Jenkins is called upon to give bond for the full value of the seized effects. This Jenkins does upon an order from the Court naming Juan What (Watt) as his bondsman. Garic certifies that the bond has been given and was recorded in his registry.

When the required time had elapsed and upon the petition of the two parties, the proofs are published. The first to be filed are those of Suriray against Jenkins. He presents his various interrogatories upon which his witnesses are to be questioned, namely, Maria Juana, Mariana Deslattes, the widow Saint Germain, Catalina, her slave, the warden of the prison, the negro Verdujo, a negro criminal held in prison, name not given, Andres Bodaille, Francisco Bodaille, Pedro Cowley, Perein, the wig-maker, the negress, Maria, belonging to Claude Trier, Francisco Marie de Reggio etc.

The questions put to the witnesses and their recorded answers are anything but edifying and are better left unpublished. This testimony shows up the lowest dregs of the passions of two white men over a worthless colored women. The whole case must have been a great scandal in the colony and very revolting to Governor Unzaga at the time it filled his Court.

Before closing his proofs the plaintiff files with them a certified copy of an act of sale by which he transfers Marie Juana to his wife Maria Elizabeth Vanderveken. Besides this notarial act he further asks to call as witnesses Juan Prieto, Joseph Ducros and Rosemondo (Rayamondo) Dubreuil and after their testimony is taken he asks for a certified copy of the suit that his slave has brought against him demanding her freedom which is recorded in Andres Almonester's office, together with the definitive sentence of same. (The suit just preceding the one here under consideration.—L. L. P.)

Almonester gives his receipt for 3 pesos, dated July 23, 1776, for looking for, finding and certifying to documents given to Juan Suriray. This receipt is followed by another petition of the latter asking the escribanos of the Cabildo to certify if there are any law suits of any kind now being prosecuted against him. Both Almonester and Garic certify as requested, each in a separate declaration, after a careful examination of their Archives. Almonester says that after looking over all the papers in his office since 1768 up to the present date he has found only two suits being prosecuted against Suriray, one by his slave Maria Juana asking for her freedom which was merged into this present one on February 28 of this year and one now being prosecuted by Francisco Morphi (Murphy) for the collection of a note. Garic then certifies that after examining the papers of his Archives that began in the year 1763 when he came from France to become escribano (greffier) of the Superior Council in the time of the French Domination up until today he has not found any judicial demands against Juan Suriray nor any brought by him against anyone and he does not seem to have been cited to appear in any tribunal nor to have summoned others to do so.

The proofs of Eduardo Jenkins against Juan Suriray de la Rue are next presented. He asks to summon as witnesses, Maria Juana, Juan Suriray, Joseph Belan (Bellane) Andres Bodaille, Salomon Mallines, Francisco Bigeon, Nicolas Lovre, San Salvador Deverges (De Verges de St. Sauveur) Delvaux, Agustin Moreno, Juan Renaldo Escot, Pedro Mauricio, Santiago Beauregard, Pedro Saint Pe, Mariana Deslattes, Bartolome Macnemara, Juan Prieto, Rosemond Dubreuil, Juan Lionnois, Nicolas La Mathe, Jeronimo La Chapelle and Antoine Dejean. The questioning is along the lines to draw out the evidence that the negress was her master's concubine before his marriage when he dressed her well and took the best of care of her but after this event took place and when she refused to further consort with him out of respect to his wife he began to abuse and ill treat her even to deprive her of her shoes and stockings and to force her to wear dirty rags in place of the fine clothes she had had before. While she was Suriray's mistress she never ran away and had only begun doing so when he married and started to ill treat her.

The testimony also attacks the plaintiff's occupation along with his legitimate business of selling chickens and eggs, he also sold brandy and other strong drinks, and that such employment as that of huckster and tavern-keeper was followed only by most ordinary persons, and never by people of high estimation. Defendant further charges him with a rather dishonest dealing regarding the purchase of a house bought on credit from Macnemara, January 17, 1774, just 23 days before his marriage on February 8, of the same year and that the house has not yet been paid for in the many months that have since passed. Yet he listed the house as capital in his marriage contract with Maria

Isabel Vandervekin. The testimony, however brings out the information that the house was bought for one half cash and the other one half to be paid within one year.

Regarding himself, Jenkins asks to present as witnesses the Captain and officers of the Marine of the English Frigate in Port, namely Thomas Davey, Captain, John Delafons, Commissary, John M. Dougall, Lieutenant, who must answer:

- 1st. If he is not a retired Officer of Infantry, of the 112th Regiment in the service of His Britanic Majesty, according to the patent he has presented. All three witnesses answer "Yes this is true."
- 2nd. If it is not true that in all the time they have known him and in the various places that they have seen him they have always known him as an honest man, honored and of good conduct, without his behavior having given rise to the least note of censure. All answer in the affirmative.
- 3rd. Let them declare if it is not true that he is incapable of inducing the negress, Maria Juana, belonging to the said Suriray to run away nor to seduce her so as to take her out of his possession and to carry her off with him outside of the city. All answer that Captain Jenkins is incapable of such conduct.

Jenkins further denies having had carnal relations with the negress and states that he was influenced to offer to buy her first by her pitiful story of her sufferings and after due consideration because she would serve him as a competent domestic.

He then presents his ("Letter")-Patent as Captain of the 112th Regiment which he asks to have translated from English into Spanish by the interpreter appointed by the Court to act for him, but adds in a secondary petition that Thomas O'Kif (O'Keefe) interpreter named in this proceeding left the day before for Pointe Coupee so he asks that some one else be called upon to act. Unzaga then names Jacinto Panis to make the translation. Panis accepts and qualifies. The original patent has been removed from the record and returned to Jenkins who receipts for it but the Spanish translation remains and is to the effect that George III King etc. has commissioned Edward Jenkins Captain of 112th Regiment, Infantry, given at the Palace of St. James, October 18, 1761.

Jenkins then asks that Andres Almonester certify what ships were in Port on the first of last April and when they cleared. Almonester certifies the vessels in Port on that date were, The Frigate "Our Lady of the Rosary and St. Joseph" Captain, Joseph de Gato which sailed for Havana, June 19th., following; The King's Packetboat, "The Saint Joaquin" Captain Santiago Garcia, that left Port on April 24th.; the Packetboat "The Amiable Louise" Captain Pedro Trise Malachars that sailed from this Port for the Kingdom of France on May 20th; the barkentine, "The Renown," Captain Pedro Aubry that sailed for Havana on April

24th.; the schooner, "Luise," Captain Pedro Giraud, cleared for Havana, April 24th.; the Frigate "The Louisiana," Captain Bartholome Toutant Beauregard, for Havana, April 10th.; The Packetboat "The Saint Louis", Captain Lorenze Deluauaux sailed from Havana, April 10th, as will appear from the documents and papers in his charge.

This is followed by a certified copy of the marriage contract between Juan Gabriel Francisco Suriray de la Rue, son of the late Juan Suriray and Catharina Vanien, born in the Parish of San Remigio in Orne Diocese of Beyeux in Normandy for one part and for the other Maria Isabel Vandervekin, daughter of the late Gasper Vandervekin and of Maria Juana Isambar, born in the Parish of Saint Louis, Province of Louisiana, which Jenkins asks to have filed with his proofs. He then asks to call Francisco Muñoz warden of the prison to have him testify that from the day Suriray put his negress in his charge he held her secure under four keys and that no one communicated with her during that time. Muñoz answers that the questions are true in their contents, that before the flight of the negress and after her return to the prison no one had spoken to her except an old negress named Janeton who brought her her meals and when she was ill Don Joseph Montegut, Surgeon came to treat her.

The defendant then asks to call Leonardo Mazange, Suriray's attorney to question him if on the last time Maria Juana ran away she did not present herself at his tannery to his negress because they were the ones who told her master that she was there. Mazange under oath declares that he knows that his negroes met the said negress because they questioned her near his tannery and that they brought her to his presence and that he took her back to prison himself.

Jenkins then asks to have Andres Almonester ordered to certify that in Governor Unzaga's Tribunal and before him, Maria Juana had presented herself asking that her master be made to grant her her freedom for the price of her appraisement so as to extricate herself from the bad treatment he has given her and that her master opposed this proceeding and denied her claim. Almonester gives the certification as requested which is a resume of the suit just preceding this entry.

The proofs of the case are then turned over to the two attornies to allege as well proven. Mazange, representing the plaintiff is the first to answer, his brief is a little more than a resume of the entire unsavory scandal with the testimony already given reiterated. He throws no further light on the subject. He again presents a plea for indemnification for his clients losses and claims he has alleged namely 200 pesos for the daily wages of Maria Juana during the time she was a fugitive, 600 pesos the value he puts upon her as a purchase price besides all the costs of the case.

Francisco Broutin acting for Eduardo Jenkins then presents his argument, wherein he sets forth a straight forward defense of his client's conduct. The defendant disclaims any intention to steal the negress or to hide her away when he offered to buy her freedom, nor did he wish to injury Suriray and whatever he has said against him in these proceedings has only been spoken in his own defense and to vindicate himself and to prove his own innocence and to protect his own honor which his opponent has attacked by calumniating him. He emphatically denies the charge that he is an English spy. He came here on his ship which he asked permission of the authorities to re-provision, this was granted him and while in Port he went to live with a friend and countryman. All proceedings taken against him have been contrary to justice and reason. He asks Unzaga, in accordance with law and equity to declare him free and to condemn Suriray to pay all costs and that he be accorded the satisfaction that belongs to him in conformity to law in atonement for all the injury done to him. He reviews all the testimony both for and against him which is full proof of his innocence. He asks for a definitive sentence.

Unzaga rules that because his Assessor General is absent from the city there is no other legal counsellor with whom he may consult to render a just decision in these proceedings so he sends this cause to Havana for advice to Licenciado Don Guillermo Veranes, Attorney of the Royal Audiences of Mexico and Santo Domingo so that he may give him the necessary advice and instruct him upon the sentence he must render. He assigns to him a fee of thirty eight pesos which will be paid by both parties, one half each, together with the costs of making a certified copy of the entire suit, with a reservation for what will be determined in Havana. If it is impossible for the above named to act let it be turned over to Don Doctor Nicolas Antonio Quinones, and in default of him then let the decision be made by Don Doctor Ignacio Senea, Attorney of the Royal Audiences of the city of Santo Domingo, and a resident of the city of Havana.

In answer to this decree Jenkins sets forth that he has been ordered to pay one half of the costs for the certified copy of this case to be made so as to send the original to Havana, as well as the one-half of thirty eight pesos, the Assessor's fees, in consideration that he has given bond and that there are 123 pesos belonging to him deposited with Joseph Ducros he asks that his share of these expenses be paid out of this money. He further states that he has been bonded but Suriray, who is the plaintiff has not and is without sufficient property here in the city to meet his share of all costs he asks that he also be required to give bond. Juan B. Garic, escribano certifies that Juan Suriray has given bond as the Court has ordered him to do, naming as his security Juan Lacou Dubourg. He then certifies in a note that a certified copy of this suit has been sent to Havana together

with three hundred and four reales, Assessor's fees for the attorney there and that the copy consists of three hundred and thirty pages. This closes the case as far as Governor Unzaga is concerned.

On May 23, 1777, Governor Bernardo de Galvez successor of Unzaga cites the parties to appear and to hear the definitive sentence rendered in Havana which has just reached him. This advice was given by Guillermo Veranes and is on stamped paper. It is this in substance; after reviewing the case he counsels the Governor General of Louisiana to pronounce and declare that Juan Suriray has not proven his intention as it is suitable that he should do and that Eduardo Jenkins has well and completely proven his exceptions. He must be absolved from all blame and his two trunks delivered to him that were seized together with their entire contents as appearing in the inventory, reserving to him his rights for the prejudices and losses he has sustained. Condemn Suriray to pay all costs of the entire process. As to what concerns the petition of the negress, Maria Juana, let her letter of liberty (act of emancipation) be drawn up and issued to her at the price of her acquisition, by her master, as is customary in this Island, in like cases, in conformity to the Royal Cedula granted in Aranjuez on June 21, 1768. In event that the slave has not the money for her own redemption, compel her owner to sell her so as to prevent further disorder in her conduct for the future. For the Englishman, Jenkins, he must leave that Colony in observance of repeated Royal Ordinances issued upon this subject, before going he must leave his power of attorney with some one for the continuation of this law suit to obtain his rights where his presence might be required. Given in my office in Havana on April 25, 1777. (Signed) Lic.do Guillermo Veranes.

To this decision Bernardo de Galvez adds, on May 23, 1777, "In the law suit that Don Juan Souriray established against" "Edoardo Kings (Jenkins) over the prejudices that he sustained" "over the flight of his slave, Maria Juana, supposing her seduced" "by the latter. I conform to the foregoing advice, but not as to" "the request of the said negress. In consideration that that" "particular Royal Order is intended for the Island of Cuba and" "can not influence the rest of His Majesty's Dominions and" "much less in this Province that must be governed by the general" "laws of the Kingdom as it has been previously arranged, its" "uses and customs may not be opposed and that it can not, nor" "must not be altered except for grave reasons known to the" "Prince, and in consequence of it I order that the pre-cited" "advice be executed, except for the modifications explained and" "that the costs be taxed by Andres Lopez de Armesto who must" "first accept and take oath." (Signed) Berndo de Galvez.

Immediately following this decision Eduardo Jenkins signs a formal receipt stipulating that Joseph Ducros, general receiver

has returned to him his two trunks with their entire contents except the 123 pesos.

Suriray de la Rue protests against this decision from Havana because it has condemned him to pay all the costs of the case. He asks to appeal against this sentence to the Superior Tribunal of Appeals that His Majesty has established there, and from that Court to the Supreme Council of India (The Indies) in conformity to the way that such an appeal must be made and in accordance with the laws of this Province, saving the nullity proceedings of the Judge of this cause or any other remedy that he may offer. Therefore he asks that his plea to make an appeal be freely admitted. This petition is sent to the opposition.

He next files an appeal to the Superior Tribunal of Appeals asking a reversal of the definitive sentence pronounced by the Governor of Louisiana upon the advice of the Licenciado Don Guillermo Veranes which absolves the defendant and condemns him to pay all costs. Galvez denies the appeal. There are further petitions on this subject but the appeal is never sent either to the Court of Appeals in Havana or the Supreme Council of the Indies.

Jenkins opposes the appeal as he says it is brought to defer the execution of the sentence and to annoy him. He asks that this plea be dismissed and the costs taxed and the definitive judgment carried out. He further requests that Suriray be ordered to deliver to him the 123 pesos that were in his trunk mentioned in the inventory and that were sent to Havana to pay for the sentence by consultation and for the certified copy of the suit made at that time. Galvez rules that the escribano must adjust this claim in making out the costs of the case.

Juan Waugh (Wall) Jenkins bondsman asks to have the bond annulled and that he be declared free from all further obligation and that his negroes that he had mortgaged as security be released since Suriray has been condemned to give bond. This is sent to the opposition.

Broutin then petitions for himself asking to have his fees adjusted for the document to allege as well proven on page 268 because the compiling of it was very laborious, as was also the examination of Suriray's proofs as well as the rest of the proceedings and that the costs be paid by the two parties, one half each up to the definitive sentence of this cause in the Tribunal of Havana. Galvez rules: As it is prayed in all, let each one pay for his own proceedings and those in common by one half each.

Armesto qualifies and taxes the costs of the case. Those to be paid by Suriray together with the one half in common amounts to 215 pesos, 2 reales, Jenkins under the same conditions to pay 185 pesos, 7 reales.

Jenkins then files a petition, not in Broutin's script, to the effect that without a revocation of his procuration in this same

suit his attorney, without his consent, has asked for a taxation of the costs and that he be condemned to pay one half of them. This is contrary to the advice given by Guillermo Veranes of Havana and the judgment of Governor Galvez, that condemned Suriray to pay all costs. He asks that this sentence be carried out and that all others since rendered be revoked. This is sent to the opposition and is answered by the plaintiff who objects to the paying of the entire costs. The rest of the page is torn away and lost. Thus ends this suit which is 630 pages long.

(To be Continued)

STATEMENT OF THE OWNERSHIP, MANAGEMENT, CIRCULATION, ETC.,
REQUIRED BY THE ACT OF CONGRESS OF AUGUST 24, 1912, of the Louisiana Historical
Quarterly, published quarterly at New Orleans, for April 1, 1928.

State of Louisiana, Parish of Orleans, ss.

Before me, a Notary Public, in and for the State and parish aforesaid, personally appeared Henry P. Dart, who having been duly sworn according to law, deposes and says that he is the Editor of the Louisiana Historical Quarterly and that the following is, to the best of his knowledge and belief, a true statement of the ownership, management, etc., of the aforesaid publication for the date shown in the above caption, required by the Act of August 24, 1912, embodied in Section 411, Postal Laws and Regulations, to-wit:

1. That the names and addresses of the publishers, and the editor, are:

Publisher, The Louisiana Historical Society, The Cabildo, New Orleans, La.; Editor, Henry P. Dart, 1822 Canal Bank Building, New Orleans. Managing Editor, None; Business Manager, None.

2. That the owners are The Louisiana Historical Society.

3. There are no stockholders, but the officers are: Gaspar Cusachs, Pres.; Edw. A. Parsons, 1st V.-Pres.; Andre Lafargue, 2nd V.-Pres.; Jas. A. Renshaw, 3rd V.-Pres.; Wm. O. Hart, Treas.; Henry P. Dart, Editor; R. W. Colomb, Secty.; Henry M. Gill, Corresponding Secty.

HENRY P. DART, Editor.

Sworn to and subscribed before me this 7th day of April, 1928.

JOHN DART, Notary Public.
(My commission expires at death.)

